



**CITY COUNCIL
MEETING AGENDA**

**June 7, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room - Canceled

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

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 – May 17, 2022, City Council Meeting
- b. Payables – May 10, 2022 – May 30, 2022
- c. Termination of Lease for Real Property Located at 1103 E. 3rd Avenue with the Post Falls Senior Center
- d. Lease Agreement with the Food Bank for the Property Located at 1103 E. 3rd Avenue
- e. Nicholson Commercial Center 1st Addition Subdivision Plat Application
- f. Foxtail 7th Addition Subdivision Plat Application
- g. Post Falls Corporate Park Sewer Improvements Construction Improvement Agreement
- h. Disposal of Three Vehicles and Two Sweepers

- i. Disposal of a Tractor and Attachments to be Used as a Trade In for a Replacement Tractor

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Public Safety Impact Fees for Kootenai County Fire and Rescue and Kootenai County Emergency Medical Services System

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. Resolution – Council and Commission Meeting Recess Procedures
- b. Resolution – Land Use Hearing Procedures
- c. Resolution – Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Comprehensive Plan Amendment
- d. Ordinance - Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Impact Fees
- e. Ordinance – FY 2022 Budget Amendment No. 2
- f. Ordinance – Smock Vacation
- g. Approval to Bid Cecil Rd Frontage Improvements Along Sports Complex Site

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 to Hire a Pavement Condition Assessment Consultant

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. Concept and Calculation of Capacity Fees, John Beacham, Public Works Director Presenting

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):

- 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.

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, Josh Walker, Joe Malloy, Nathan Ziegler, 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 & Events

May 30		Memorial Day – City Business Offices Will Be Closed
June 7	5:00 pm	<u>City Council Workshop – Canceled</u>
June 7	6:00 pm	<u>City Council</u>
June 10		Last Day of School
June 14	5:30 pm	Planning & Zoning Commission
June 14		Flag Day
June 16	9:00 am	Urban Renewal Agency
June 18	9:00 am	Fishing Derby – Falls Park
June 19		Father’s Day
June 21	5:00 pm	<u>City Council Workshop – FY2023 Budget</u>
June 21	6:00 pm	<u>City Council</u>
June 21		Summer Solstice
June 24	Sunset	Movie in the Park at Tullamore Park - Encanto
Jun 28	6:00 pm	Parks and Recreation Commission
July 4		4th of July – City Business Offices Will Be Closed
July 5	5:00 pm	<u>City Council Workshop - Workforce Planning – Police and Parks and Recreation</u>
July 5	6:00 pm	<u>City Council</u>
July 8	10:00 am	Post Falls Festival Parade
July 8		Post Falls Festival
July 8	Sunset	Movie in the Park at Q’emiln Park – American Underdog
July 9		Post Falls Festival
July 10		Post Falls Festival
July 12	5:30 pm	Planning & Zoning Commission
July 13	5:00 pm	River City Market & Music – Landings Park, Music by The Rhythm Dogs
July 19	5:00 pm	<u>City Council Workshop – Workforce Planning – Public Works & Community Development</u>
July 19	6:00 pm	<u>City Council</u>
July 20	5:00 pm	River City Market & Music – Landings Park, Music by Current Flow
July 21	9:00 am	Urban Renewal Agency
July 26	6:00 pm	Parks and Recreation Commission
July 27	5:00 pm	River City Market & Music – Landings Park, Music by Chris Moyer & the Downtown Dixies

Post Falls City Council Meeting

June 7th, 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

1. Consent Calendar

- c. Termination of Lease for Real Property Located at 1103 East 3rd Avenue with the Post Falls Senior Center – City Attorney Warren Wilson recommends approval of the Termination of Lease for the property at 1103 East 3rd Avenue with the Senior Center. The Senior Center is requesting the termination to facilitate the Food Bank leasing the space. The Senior Center has an agreement with the Food Bank to provide the services the Senior Center is currently delivering. If approved, the Mayor will sign the provided documents.
- d. Lease Agreement with the Food Bank for the Property Located at 1103 East 3rd Avenue – City Attorney Warren Wilson recommends approval of the lease of the abovenamed property to the Post Falls Food Bank. They will be providing the services previously given by the Senior Center as well as renovating the space to better provide food bank services. The lease will be at a rate of \$10 annually, with a term of 50 years, and two possible 25 year extensions. This is an extension of the current lease but is consistent with the prior lease to the Senior Center. If approved, the Mayor shall sign the lease agreement.
- e. Nicholson Commercial Center 1st Addition Subdivision Plat Application – The Engineering Division requests approval for the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- f. Foxtail 7th Addition Subdivision Plat Application – The Engineering Division requests approval for the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- g. Post Falls Corporate Park Sewer Improvements Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor shall sign the documents.

- h. Disposal of Three Vehicles and Two Sweepers – The Streets Division requests approval to dispose of a 1990 International Bus, a 2015 Ford F250, a 2007 Chevrolet Colorado, a 2001 Tymco Sweeper, and a 2000 Tymco Sweeper. The bus was replaced in conjunction with the Post Falls School District as the original required more money to maintain than what the replacement would cost. The F250 had damage that was cost prohibitive to repair. The Chevy Colorado reached its useful life and was replaced this year. One of the Sweepers was being used for replacement parts and has exceeded its usefulness, and the other needed extensive repairs so it was deemed necessary to replace. If approved for disposal, these vehicles will be auctioned off.
- i. Disposal of a Tractor and Attachments to be Used as a Trade in for a Replacement Tractor – The Streets Division requests approval to dispose of a 2007 John Deere tractor, a 2004 Howard Tiller, a Billion Seeder, a 2001 Rankin Box Scraper attachment, a 2003 Micro Mower, and a Ford rotary post hole digger. If approved, these assets will be traded-in on a replacement tractor with attachments. This trade-in has been reviewed and deemed the best value for the Parks Department’s current needs.

2. Public Hearings

- a. Public Safety Impact Fees for Kootenai County Fire and Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) – Opportunity for public comment is given on the request from KCFR and KCEMSS for the City to collect impact fees on behalf of the district. Impact Fees for KCFR would be \$1,207 per residential unit and \$0.60 per nonresidential square foot. Impact Fees for KCEMSS would be \$132 per residential unit and \$0.07 per nonresidential square foot. After comment and discussion, Council may approve or deny the request. If approved, a resolution adding the fees to the City’s fee schedule will return at a future meeting for formal Council approval.

3. Unfinished Business

- a. Resolution: Council and Commission Meeting Recess Procedures – This resolution formalizes changes to the Council and Commission Meeting Recess Procedures in accordance with recent case law changes in public meetings law. Council may adopt the resolution or take no action.
- b. Resolution: Land Use Hearing Procedures – This resolution formalizes updates to the Land Use Hearing Procedures to align them with recent changes in case law. The most substantial changes are to the Content of Testimony and Conduct of the Witness. Council may adopt the resolution or take no action.
- c. Resolution: Kootenai County Fire and Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Comprehensive Plan Amendment – This resolution will formalize changes to the adopted 2020 Comprehensive Plan that will add language to allow for the collection and expenditure of Impact Fees for both residential and non-residential development. Council may adopt the resolution or take no action.
- d. Ordinance: Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Impact Fees – This ordinance adds a new chapter to the municipal code providing for the collection of impact fees for Fire and Emergency

Services. If approved, the ordinance would have an effective date of September 1st, 2022. Council may adopt the ordinance or take no action.

- e. Ordinance: FY 2022 Budget Amendment #2 – This ordinance formalizes the FY 22 Budget Amendment presented and approved at the May 17th, 2022, Council public hearing. Council may adopt the ordinance or take no action.
- f. Ordinance: Smock Vacation - This ordinance formalizes the vacation approved at the November 2nd, 2021, Council public hearing. The legal description within the previously approved/recorded ordinance needed some correction which is contained in this ordinance. Council may adopt the ordinance or take no action.
- g. Approval to Bid Cecil Road Frontage Improvements Along Sports Complex Site – Parks Planner Robbie Quinn requests approval to advertise for bids for the road frontage improvements on Cecil Road adjacent to the Tullamore Sports Complex Site. The improvements will expand Cecil Road to full width, add curbing, swales, street lighting, multi-use paths, ADA ramps, landscaping, and irrigation. The actual future construction contract will return to Council for approval. If approved, the request for bids will be advertised.

4. New Business

- a. Approval to Hire a Pavement Condition Assessment Consultant – Public Works Maintenance Manager Ross Junkin requests approval to enter into an agreement with Transmap Corporation to conduct an Automated Pavement Condition Assessment of our city streets. This project was put out to bid in February of 2022, with Transmap receiving the highest ranking from the panel of city staff. Total fiscal impact is \$100,000 which includes a \$6,365.80 contingency above the proposal price, to be paid from the streets budget. If approved, the Mayor shall sign the agreement.

6. Administrative / Staff Reports

- a. Concept and Calculation of Capacity Fees – Public Works Director John Beacham will present this report.

8. 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**

**May 17, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

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

Topic: FY 2023 Budget

Jason Faulkner, Finance Director lead the first of two budget workshops. The next one will be in July

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- a. City Hall and City business offices will be closed Monday, May 30th in observance of Memorial Day. Police, Fire and Rescue services for life-threatening or in-progress emergencies may be reached by calling 911. The Police Department will be open for walk-in emergencies. For Water Department emergencies call 208-773-3517.
- b. Evergreen Cemetery will hold its annual Memorial Day ceremony on Monday, May 30th at 10 am. The City of Post Falls and American Legion Post 143 will pay tribute to our fallen heroes with prayer, speeches, honor and color guard and the placement of individual flags upon each veteran's gravesite.
- c. It is with great sadness that I announce the passing of Jackie McAvoy. Jackie was a pillar of the community and spent much of her time giving back to Post Falls. To list all her accomplishments and dedicated work would be impossible, so here is a small list of what she has done for Post Falls. Jackie served on the Post Falls City Council and Parks & Recreation Commission, which led her to represent Idaho on the Citizen Branch of the Idaho National Recreation and Parks Association. Jackie was also a member of the Post Falls Senior Center Board, and a Post Falls Chamber's Volunteer. In 2009 she was named Citizen of the Year. She was a remarkable woman and will be dearly missed. Services have not yet been scheduled at this time.
- d. Proclamation – National Public Works 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.

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.

Thoreson: Abstain from Consent Calendar item a Minutes from May 3, 2022. I did not attend the meeting.

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – May 3, 2022, City Council Meeting
- b. Payables – April 26, 2022 – May 9, 2022
- c. March Cash and Investments
- d. Agreement with Avista for Installation of Public Safety Signs
- e. Fixed Asset Disposals
- f. Second Addendum to the Cecil Road Memorandum of Understanding with the Post Falls Urban Renewal Agency
- g. Preliminary Engineering Services Agreement – BNSF Railways, Chase Road BNSF RRX Project A19(955) KN19955

Mayor: On item e Fixed Asset Disposal I would like more information on why we are disposing of a truck with such low miles on it.

Motion by Malloy to approve the Consent Calendar as presented with the exception of the 2015 F150 Pickup.

Second by Borders.

Vote: Ziegler-Aye, Thoreson-Aye (Abstain on item a), Shove-Aye, Malloy-Aye, Walker-Aye, Borders-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. FY 2022 Budget Amendment #2

Public Hearing Opened at 6:07 pm.

Staff Report

Jason Faulkner, Finance Director presenting: Staff is requesting to amend the FY2022 budget based on the information below:

- Corbin Lift Station: \$3000,000 will be funded with reserve cash funds.
- Bentley Lift Station: \$115,000 will be funded with reserve cash funds.
- Land Acquisition: \$165,000 will be funded with reserve cash funds.
- Highway 41 Gravity Sewer: \$550,000 will be reimbursed by the Post Falls Urban Renewal Agency.
- 12th Avenue Force Main: \$4,000 will be reimbursed by the Post Falls Urban Renewal Agency.
- Decommission Prairie Falls/Grayling: \$367,000 will be funded with reserve cash funds.
- Part Time Building/Electrical Inspector to Full Time Building/Electrical Inspector: \$20,903 will be funded with permit revenues.

Testimony

In Favor – None

Neutral – None

In Opposition – None

Public Hearing Closed at 6:11 pm.

Motion by Borders to approve the FY 2022 Budget Amendment #2.

Second by Ziegler.

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

Motion Carried

- b. Morris Annexation ANNX-0013-2022

Public Hearing Opened at 6:12 pm.

Staff Report

Jon Manley, Planning Manager Presenting: Gordon Dobler of Dobler Engineering has requested on behalf of Harlan Douglas approval to annex approximately 12 acres into the City of Post Falls and assign the zoning designation of Community Commercial Services (CCS). City Council must conduct a public hearing and review the annexation proposal based on the recommendation for the CCS zoning by the Planning and Zoning Commission at their April 12, 2022, meeting. The approval criteria for establishing zoning are:

- A. Amendments to the zoning map should be in accordance with the zoning map.
- B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.
- C. 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.
- D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

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

City Council can determine whether an annexation request is appropriate based on their best judgement. Ideally, Council would base that decision on planning principles such as whether the annexation is a logical extension of the city, whether it reduces a county pocket, whether extension of public infrastructure is feasible.

Applicant

Gordon Dobler, Dobler Engineering: This property is owned by the abutting property owner Douglass which owns the whole Tech Park which is zoned CCS. They would like to fold this property into the Tech Park. The plan is to extend Charleville up and would access this parcel from the backside. There is some verbiage in the Development Agreement that says when that happens access to 41 would be eliminated. The intent is to integrate this with the surrounding Tech Park therefore the zoning we feel is consistent with the surrounding zonings and with the Tech Park.

Testimony

In Favor – None

Neutral – None

In Opposition

Samantha Steigleder: Supports the annexation but does not support a CCS zoning.

Howard Burns: Concerned about the lack of discussion concerning how the 12-acre annexation will be incorporated into the tech park plan.

Rebuttal

Dobler: How this parcel will be incorporated would be figured out in the next part of the process.

Malloy: Would the applicant be ok with zero residential on this lot?

Dobler: I think it is early enough in the game, I think we would be a little hesitant to limit what can be done on the 12 acres.

Malloy: How can you annex something without zoning?

Herrington: We would hold off on the annexation ordinance till the zoning is decided. If the developer does not like the zoning they could walk away, and the annexation would die. If you wanted to do CCM that would have to come back.

Public Hearing Closed at 6:46 pm.

Discussion

Motion by Malloy to approve the property in question into the City of Post Falls.

Second by Walker.

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

Motion Carried

- Amendments to the zoning map should be in accordance with the Comprehensive Plan and the Future Land Use Map – Everyone agreed it did.

Malloy: I feel like we get backed into a corner. We do not have to annex anything. So be separating it out, yes it makes sense to annex and now with the Comprehensive Plan we are going to get painted into a corner on the zoning.

Herrington: The discussion to annex can be decided by anything. The zoning decisions should follow our criteria.

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

Malloy: None of us have a crystal ball and can't see into the future.

Ziegler: It is hard to know when we do not know what is going in there. I have a hard time with "improving aesthetic beauty" if it is going to be a 4-story apartment building.

Borders: Safety is an issue for me. a 30ft access out to Hwy 41 is not safe. Which would be there until a backage road would be put in.

Shove: There is so much unknown.

Malloy: I would like to table this discussion until we can get some kind of workshop on how we are supposed to calibrate our crystal balls. I do not see how we are supposed to make a decision on these goals and policies when we have no idea on what is going in.

Mayor: I agree.

Motion by Malloy to table the Morrie Annexation until such time as a special workshop with city staff and Council clarifying how the decision-making process shall go with the new policies.

Second by Walker.

**Vote: Shove-Aye, Malloy-Aye, Walker-Aye, Borders-Aye, Ziegler-Aye, Thoreson-Aye
Motion Carried**

c. Wellsprings Annexation ANNX-0001-2022

Public Hearing Opened at 7:10 pm.

Staff Report

Laura Jones, Associate Planner presenting: The request is to annex approximately 9-acres into the City of Post Falls with a zoning designation of Medium Density Residential (R-2) and Limited Commercial (LC). The subject property is located on the southeast corner of W. Prairie Avenue and N. Greensferry Road.

Applicant

Bart North, North Engineering: I thought it might be useful to give you a little background on how we got to this point. In 2006 Pastor John Devries, with support of his congregation, purchased this parcel with the intent of constructing the Wellsprings of Life Christian Fellowship. Which is a Fivefold Ministry Full Gospel Church and Training Center. It, of course was and still is currently in the county and in 2006 Pastor John submitted a Conditional Use Permit which gave it the designation C-1132-05 and over the course it was approved and issued in January 2007. As Pastor John moved forward with the project the 2008 housing bubble burst and with the recession, he was unable to build. From 2008 to present, it has been a recovery process. It was discovered in a pre-application meeting with Kootenai County during the lapse of time the city boundary had moved up to this parcel and city services were adjacent to the southwest corner of this property. Applying for Annexation is the only path forward for the success of this project. Now this property has double frontage and the cost of extending infrastructure to City Standards for annexation is substantial, the intent is to construct a church facility however, to fund the improvements required for annexation Fivefold Ministries found

the need to propose the subdivision. The 3-acre Limited Commercial lot is where the proposed church facility will be constructed, and the subdivision is R-2. All but 4 lots are proposed to be single-family detached residential, and the 4 lots located to the southwest corner are the proposed duplex lots. Regarding the Limited Commercial lot there is a potential approach onto the residential roadway. There will be a formal submittal and it would be reviewed at time of site plan however, potentially a restricted access onto Greensferry Rd. and Prairie Ave.

Testimony

In Favor – None

Neutral – None

In Opposition – None

Public Hearing Closed at 7:29 pm.

Discussion

Motion by Malloy to approve the Wellsprings Annexation.

Second by Borders.

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

Motion Approved

Motion by Malloy to approve the Wellsprings Annexation zoning of Limited Commercial (LC) and Medium Density Residential (R-2).

Second by Borders.

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

Motion Approved

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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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. Ordinance Closing Expo Urban Renewal Area

Motion by Borders to place the proposed Ordinance Closing Expo Urban Renewal Area on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; RECITING A BRIEF HISTORY OF THE EXPO URBAN RENEWAL PLAN APPROVED PURSUANT TO POST FALLS ORDINANCE 1011; DIRECTING TERMINATION OF THE EXPO URBAN RENEWAL REVENUE ALLOCATION AREA ESTABLISHED PURSUANT TO POST FALLS ORDINANCE 1011; AUTHORIZING CITY STAFF TO TAKE ALL STEPS TO IMPLEMENT THIS ORDINANCE; PROVIDE FOR REPEAL OF CONFLICTING ORDINANCE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion by Borders to approve Ordinance Closing Expo Urban Renewal Area, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.

Second by Malloy.

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

Motion Carried

b. Greensferry Grove ROW Issue

Bob Seale, Community Development Director presenting: A comment at a City Council meeting in the mid-2021 was made by a member of the Greensferry Grove HOA regarding the unfinished status of a strip of land along Greensferry. City Council directed staff to come up with alternatives and discuss options with the HOA and return for recommendations/direction from Council. The subdivision of approximately 4 acres at the corner of Greensferry Rd. and 16th Ave. was platted in October 2018 and completed between 2020-2021. After cash outs for right of way improvements and the completion of the majority of the remaining public improvements along Greensferry, a strip of land between the sidewalk and fence line remained unimproved. It was determined by the HOA and staff that the preferred remediation method would be to excavate that area to an appropriate depth, apply long-acting weed and bug killer, and finish with a black basalt rock similar to the rock near the entrance to the subdivision off 16th Ave. The cost would run between \$10,000 to \$15,000.

Motion by Thoreson to approve the expenditure for the Greensferry Grove ROW Issue.

Second by Malloy.

Vote: Ziegler-Aye, Thoreson-Aye, Shove-Aye, Malloy-Aye, Walker-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: Special Use permits should be able to be appealed by Citizens without a fee and by Council members if they choose to.

Michael Cronin: Spoke about speeding, density, and noise of traffic on Cecil between Mullan and 12th St.

Sherri Scofield: Concerned about the high-density housing going in the city and the parking requirements for them not being adequate. We do not need any more high-density housing.

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. Frontage Improvement Waiver Requests Process

Jon Manley, Planning Manager presenting: Items that are looked at when a request comes in:

- Is it a residential addition?
- Redevelopment (increased density)
- Proximity to schools
- Proximity to bus routes
- Proximity to other improvements

b. Citizens Issues with TDS

Shelly Enderud, City Administrator presenting: City staff was not aware this citizen was having problems with TDS. Once they were made aware of it, staff contacted TDS and was told they had contact with the wife of the citizen on Monday and was waiting for a call back.

c. Coeur Terre Update (Hemmingson Property)

Shelly Enderud, City Administrator presenting: This project held an open house on May 4th at the Kroc Center. The current design and zoning of this project is east of Huetter and is primarily residential. There are no annexation plans for the property west of Huetter until a final decision on the Huetter Bypass has been made.

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.

Thoreson: May 17th is Norwegian Constitution Day. The group is very thankful for the city with the use of the park for their celebration.

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):

None

ADJOURNMENT 8:23 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, Josh Walker, Joe Malloy, Nathan Ziegler, 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: APPKT09384 - Check Run 6.8.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 5/31/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	BOND RELEASE - 3	BOND RELEASE - 3192 N. CYPRUS FOX LO	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3214 N. CYPRUS FOX	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4634 E. CORSAC FOX	001-22115	2,000.00
VEN13272	CdA Charter Academy				
APMWB	Check	52646	damage deposit for Trailhead T506 5-14-22	001-22080	250.00
VEN14319	Christopher Cheeley				
APMWB	Check	BOND RELEASE - IN	BOND RELEASE - INFINITY EDGE ESTATES	001-22115	10,121.52
VEN11902	DAUM CONSTRUCTION				
APMWB	Check	BOND RELEASE - 4	BOND RELEASE - 4126 N. PRADERA	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4142 N. PRADERA	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4158 N. PRADERA	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4168 N. PRADERA	001-22115	2,000.00
VEN07931	HAYDEN HOMES				
APMWB	Check	BOND RELEASE - 2	BOND RELEASE - 2425 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2445 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2465 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2503 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2526 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2527 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2502 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3944 N. MAY ELLA LOOP	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2547 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3895 N. PEYTON	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2587 E. CORRINE	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3843 N. PEYTON	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3857 N. PEYTON	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3877 N. PEYTON	001-22115	2,000.00
S562	Steel Structures America, Inc.				
APMWB	Check	BOND RELEASE - P	BOND RELEASE - PLEASANT VIEW STORA	001-22115	112,125.00
VEN14586	The Wellness Bar				
APMWB	Check	51903	Trailhead Damage deposit refund T-542 4/13/2001	001-22080	250.00
VEN12718	VIKING CONSTRUCTION				
APMWB	Check	BOND RELEASE - 3	BOND RELEASE - 3860 N. MASHIE	001-22115	2,000.00
Balance Sheet Accounts Total:					166,746.52
Dept: 411 Mayor & Council					
K0141	Kootenai County Assessor				
APMWB	Check	FY22-3 Post Falls	The balance due for FY 2022.	001-411.0000.63870	373.50
P2420	Post Falls Chamber				
APMWB	Check	65645	Chamber Community Recognition Gala	001-411.0000.64010	75.00
Dept 411 Total:					448.50
Dept: 412 Information Systems					
F030	FedEx				
APMWB	Check	7-745-94627	RMA shipping	001-412.0000.63070	23.46
VEN14393	Firstline Communications, Inc				
APMWB	Check	173304	5 additional mailbox licenses	001-412.0000.66070	996.76
VEN14077	Lanteria LLC				
APMWB	Check	INV-000989	Annual Lanteria subscription	001-412.0000.66014	8,640.00
Dept 412 Total:					9,660.22

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 413 General Services					
I025	ICMA - Memberships				
APMWB	Check	417566 5.11.22	FY22 Shelly ICMA Dues	001-413.0000.62060	1,335.03
Dept 413 Total:					1,335.03
Dept: 414 Finance					
B091	BDS				
APMWB	Check	82061	Utility Billing with Consumer Confidence and B:001-414.1445.62170		4,850.29
		81819	Delinquency notices	001-414.1445.62170	262.08
		82061	Utility Billing with Consumer Confidence and B:001-414.1445.62190		2,948.74
		81819	Delinquency notices	001-414.1445.62190	113.65
V040	ODP Business Solutions				
APMWB	Check	245611999001	Office Supplies- Recreation	001-414.0000.63060	7.30
P4835	ProPrint				
APMWB	Check	61267	Imprint Business Cards for Kelly Russell	001-414.0000.63060	29.00
Dept 414 Total:					8,211.06
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	532524	Printing of Ordinance 1452	001-415.0000.62000	30.46
		532517	Printing of Ordinance 1454	001-415.0000.62000	56.38
		532490	Printing of Ordinance 1453	001-415.0000.62000	46.88
Dept 415 Total:					133.72
Dept: 418 Human Resources					
S224	SkillPath Seminars				
APMWB	Check	12442199	The HR Basics for New HR Professionals Live	001-418.0000.64020	149.00
Dept 418 Total:					149.00
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	9393163	Shredding services	001-421.0000.68010	87.00
VEN14567	Alien Gear Holsters, Big Foot Gun Belts and Tactica Defense Fashion				
APMWB	Check	INV-DLR226340000C	Supplies- Police	001-421.0000.80240	5,611.80
VEN09421	Assurance Fitness Repair				
APMWB	Check	9723	Gym equipment maintenance	001-421.0000.68010	400.00
C05100	Car Wash Plazas, Inc				
APMWB	Check	4822	Patrol car washes	001-421.0000.67170	100.00
C220	Coleman Oil Co				
APMWB	Check	CL70548	Animal Safety fuel Patrol fuel	001-421.0000.64030	7,813.76
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	14602	Business cards - Desjarlais, Panza	001-421.0000.63210	127.20
G020	Galls, An Aramark Company				
APMWB	Check	021000689	Jacket - Brantl	001-421.4000.72000	123.99
VEN09941	Jacque Panza				
APMWB	Check	051822	Chaplain stipend - April	001-421.0000.62370	25.00
VEN07726	Jon Dekeles				
APMWB	Check	051822	Chaplain stipend - April	001-421.0000.62370	75.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5507837	Fuel injection throttle body - PFPD111	001-421.0000.67100	204.60
		5507875	Filters for stock	001-421.0000.67100	26.08
L0195	Language Line Services				
APMWB	Check	10520312	Interpreter services	001-421.0000.65030	90.00
N001	Napa Auto Parts				
APMWB	Check	3688-157581	Serpentine belt - PFPD99	001-421.0000.67100	34.29
		3688-157525	Vent solenoid - PFPD88	001-421.0000.67100	41.10
		3688-159098	Drive align, idler pulley - PFPD93	001-421.0000.67100	87.75
		3688-157192	Core returns	001-421.0000.67100	-272.45
		3688-158655	Water pump and thermostat - PFPD93	001-421.0000.67100	173.57
		3688-157168	Battery - PFPD111	001-421.0000.67100	185.25
		3688-157391	Sway bar repair kit - PFPD99	001-421.0000.67100	28.86

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-158546	Alternator - PFPD93	001-421.0000.67100	185.37
		3688-158437	Battery - PFPD101	001-421.0000.67100	232.86
		3688-159018	Battery - PFPD98	001-421.0000.67100	232.86
		3688-157727	Wiper blades - PFPD60	001-421.0000.67100	16.09
		3688-159740	Battery - PFPD73	001-421.0000.67100	112.33
		3688-158597	Glue - stock	001-421.0000.67100	18.11
		3688-157397	Brake fluid - stock	001-421.0000.67100	23.55
N074	National Association of School Resource Officers, Inc				
APMWB	Check	29176	Class registration - Robert Helmuth	001-421.0000.64020	495.00
VEN05222	Next Day Dry Cleaning				
APMWB	Check	022122	Honor guard uniform cleaning	001-421.4000.72000	13.00
VEN01379	O'Reilly Auto Parts				
APMWB	Check	3829-410579	Battery - PFPD60	001-421.0000.67100	140.08
		3829-410882	Oil filters - stock	001-421.0000.67100	29.92
		3829-410412	Gas-magnum- PFPD111	001-421.0000.67100	200.16
P180	Perfection Tire				
APMWB	Check	1035426	Alignment - PFPD91	001-421.0000.67170	60.00
		1039575	Tire changeover - PFPD127	001-421.0000.67170	97.80
		1039600	Tire changeover - PFPD98	001-421.0000.67170	103.80
		1038574	Tires - PFPD109	001-421.0000.67190	668.36
		1039463	Tires - PFPD129	001-421.0000.67190	778.24
		1039547	Mount and balance - PFPD106	001-421.0000.67190	178.75
		1036624	Tires - PFPD118	001-421.0000.67190	319.54
VEN14596	Performance Systems Integration, LLC				
APMWB	Check	IN-0000546	Fire extinguisher recharges	001-421.0000.67020	221.75
		IN-0002856		001-421.0000.67020	117.81
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	44075	Patrol applicant testing	001-421.0000.64020	160.00
P2420	Post Falls Chamber				
APMWB	Check	66214	RCLA graduation luncheon	001-421.0000.64010	150.00
P4384	Proforce Law Enforcement				
APMWB	Check	482378	Supplies-Police	001-421.0000.80240	18,841.80
		479801		001-421.0000.80240	3,586.80
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	3906779	Herborn Tower rental	001-421.0000.62040	609.79
VEN14564	Threads				
APMWB	Check	3	Uniform alterations	001-421.4000.72000	117.00
T118	TPI Embroidery				
APMWB	Check	18105	Uniform alterations	001-421.4000.72000	48.00
Dept 421 Total:					42,721.57
Dept: 423 Oasis					
VEN14603	Muriel M. Burke P.C.				
APMWB	Check	050522	VSU client legal services	001-423.1153.68400	1,495.00
Dept 423 Total:					1,495.00
Dept: 424 Legal					
V040	ODP Business Solutions				
APMWB	Check	242860617001	Office Supplies- Legal	001-424.0000.63040	152.67
		245407674001		001-424.0000.63060	14.80
				001-424.0000.63060	7.90
Dept 424 Total:					175.37
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CL70548	Animal Safety fuel Patrol fuel	001-427.0000.64030	314.99
G020	Galls, An Aramark Company				
APMWB	Check	021022731	Uniform pants - Alexander	001-427.4000.72000	88.00
W0226	Walter E Nelson Co				
APMWB	Check	471011	Janitorial supplies for Animal Shelter	001-427.0000.63000	159.69

Packet: APPKT09384 - Check Run 6.8.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 5/31/2022

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 431 Streets							
A1395	Advanced Compressor & Hose Inc	APMWB	Check	87674	Black Pipe Bell reducer, Fire Adapter, Ball Valv	001-431.0000.63000	125.66
A365	American On-Site Services	APMWB	Check	457681	Clean out of Porta Potty for Streets	001-431.0000.68130	36.00
A497	Arrow Construction Supply, Inc	APMWB	Check	334225	Crafco Detack and Creck Seal for Streets	001-431.0000.68110	2,426.12
VEN05261	CDA PAVING	APMWB	Check	70392	Dumping Concrete for Streets	001-431.0000.68130	1,129.75
				70714	Dumping Dirty Concrete for Streets	001-431.0000.68130	451.64
C38421	Coral Sales Company	APMWB	Check	INV-72940	6 RRFB Syringa and Mullan	001-431.0000.63260	15,530.00
				INV-73007		001-431.0000.63260	2,060.00
VEN01237	Custom Truck	APMWB	Check	164511	Spray in bed liner for S126	001-431.0000.90050	425.00
VEN01373	Intermountain Sign & Safety	APMWB	Check	15215	Mounting hardware and signs for RRFB	001-431.0000.63260	3,448.35
I340	Interstate Concrete & Asphalt	APMWB	Check	750874	Asphalt for Street	001-431.0000.68130	100.34
				751523	Asphalt for streets	001-431.0000.68130	263.32
				756791		001-431.0000.68130	446.02
				755408	Asphalt for Streets	001-431.0000.68130	734.07
				753901	Gravel for Stagecoach.	001-431.0000.68130	56.46
				754147	Asphalt for Stagecoach	001-431.0000.68130	510.40
L071	Local Highway Technical Assistance Council-	APMWB	Check	T25422TCT-3	Traffic Control Technician Class for Streets	001-431.0000.64020	210.00
				T241922ECS-13	Effective Communications class for streets	001-431.0000.64020	660.00
				T242722RW-3	Roadway Material Class for Streets	001-431.0000.64020	660.00
VEN05363	North 40 Outfitters	APMWB	Check	039153/E	Ratchet Binders, Hooks and Double Clevis for	001-431.0000.63000	553.88
P1001	Pape Machinery	APMWB	Check	70433800	Rental of Box Scraper	001-431.0000.67070	3,500.00
R251	Serights Ace Hardware	APMWB	Check	331082/1	Poly Rope, Cut Off Wheel,Crimp brush and Fla	001-431.0000.63000	52.13
				330851/1	Master lock key,spray adhesive duct tape, bolt	001-431.0000.63000	69.90
				331201/1	Fittings for the stencil truck	001-431.0000.63000	25.43
				330795/1	White Marking Paint for Streets	001-431.0000.63000	14.38
				331121/1	Propane tank and propane for crack sealer	001-431.0000.68110	111.77
				330724/1	Propane for Crack Sealing	001-431.0000.68110	21.11
				330759/1	Propane for Crack Sealing	001-431.0000.68110	21.78
W090	Welch Comer & Associates, Inc.	APMWB	Check	41354110-003	Post Falls-Spokane Street Rehabilitation Desig	001-431.0000.68130	5,335.00
Z026	Ziegler Lumber Co #017	APMWB	Check	1110360	Female Brass Hose Adapter, Brass Nipple, sto	001-431.0000.63000	61.05
Dept 431 Total:							39,039.56
Dept: 433 Facility Maintenance							
M106	Midway Appliance Parts	APMWB	Check	126724	Fridge repair 1st floor breakroom CH	001-433.0000.68010	115.00
				127679	Fridge/freezer repair 1st floor breakroom CH	001-433.0000.68010	139.73
				127284	Fridge/freezer repair parts.1st floor CH breakro	001-433.0000.68010	72.10
				126221	PD HVAC vacuum switch	001-433.0000.68030	24.63
P310	Platt Electric Supply	APMWB	Check	1z20527	light bulbs	001-433.0000.63720	211.78
T118	TPI Embroidery	APMWB	Check	18083	Uniform shirts.	001-433.4000.72000	349.94
W0226	Walter E Nelson Co	APMWB	Check	470123	paper supplies ch and pd	001-433.0000.63140	586.19
				470887	cleaning supplies CH and PD	001-433.0000.63150	78.08

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			470133	Cleaning supplies PD and CH	001-433.0000.63150	290.93
				469749	cleaning supplies/ gloves	001-433.0000.63150	25.28
Dept 433 Total:							1,893.66
Dept: 434 Fleet Maintenance							
A1395	Advanced Compressor & Hose Inc	APMWB	Check	87648	4" Water Suction Hose for S237	001-434.0000.63011	72.44
A0001	Alsco	APMWB	Check	LSPO2507122	Uniforms for Fleet	001-434.0000.63160	158.44
VEN01683	Goodyear Tire & Rubber Company	APMWB	Check	197-1142075	S504 New tires and tubes	001-434.0000.67190	3,087.39
G098	Grainger	APMWB	Check	9295715149	Cable Clip and Grommet for fleet	001-434.0000.63011	32.42
				9298269433	Cam and Groove Adpater for S237	001-434.0000.63011	19.63
				9298269458	Cable clip and grommet for Fleet	001-434.0000.63011	39.38
				9295542220	Pulley block fibrous rope for Fleet	001-434.0000.63012	154.81
				9293840428	Utility Cart and Degreaser for Fleet	001-434.0000.68010	1,087.26
G1381	Grizzly Glass Centers	APMWB	Check	H0142844	Replaced windshield in P113	001-434.0000.67170	325.00
VEN02460	MIDWAY AUTOMOTIVE GROUP	APMWB	Check	131573	2022 Hyundai Elantra	001-434.0000.90010	22,451.00
N001	Napa Auto Parts	APMWB	Check	3688-161043	Battery for S208	001-434.0000.63011	277.84
				3688-161285	Stock order	001-434.0000.63011	174.00
				3688-158365	Ball Mount	001-434.0000.63011	133.00
				3688-161285	Stock order	001-434.0000.63012	66.50
				3688-161286	Filter Kit and Gas Shocks for R208	001-434.0000.63012	269.21
				3688-161285	Stock order	001-434.0000.63013	174.00
B100	Owen Equipment Company	APMWB	Check	00206274	Hydraulic Adapter for P205	001-434.0000.63012	53.49
P180	Perfection Tire	APMWB	Check	1040150	Brake Repairs for R208	001-434.0000.63012	876.99
VEN04173	Post Falls Nissan	APMWB	Check	27337	Tank Assembly for B108	001-434.0000.63013	717.67
R251	Serights Ace Hardware	APMWB	Check	330701/1	EMT Conduit for fleet	001-434.0000.68010	38.65
VEN02288	Superior Fluid Power Inc	APMWB	Check	18377	S219 lift ram repair	001-434.0000.67170	3,012.28
VEN08163	Superior Towing & Recovery LLC	APMWB	Check	40683	Towing S119 to Mike White Ford for repairs	001-434.0000.67170	145.00
T106	Titan Truck Equipment	APMWB	Check	1319583	Service body with lumber rack	001-434.0000.90010	14,002.42
				1321520	Steps for S125	001-434.0000.90010	932.05
VEN13040	Turf Star Western	APMWB	Check	9503730-00	P445 Sand pro repairs	001-434.0000.67170	2,012.95
VEN13987	Western Peterbilt, LLC	APMWB	Check	027P193304	Cab Air Manifold for S237	001-434.0000.63011	415.39
W180	Western States Equipment	APMWB	Check	IN002023486	Seal, Gasket, Sensor and Orings for S208	001-434.0000.63011	324.47
Dept 434 Total:							51,227.68
Dept: 441 Urban Forestry							
A5189	Aspen Nursery	APMWB	Check	7604	Street Trees for Cashed Out Subdivisions	001-441.1683.68190	2,854.00
N001	Napa Auto Parts	APMWB	Check	3688-160604	Flasher relay for UF101	001-441.0000.67010	17.85
				3688-163228	Replacement electrical connector for chipper	001-441.0000.67010	12.33
VEN05363	North 40 Outfitters	APMWB	Check	038959/E	Rain gear for new employee	001-441.4000.72000	152.98
R1913	Rockhound Landscape Supply						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	4.11.22	7 yds decorative bark	001-441.0000.68170	326.00
R251	Serights Ace Hardware	APMWB	Check	330920/1	Hardware for small equipment shed	001-441.0000.66190	225.06
				330899/1	Hardware for small equipment shelter	001-441.0000.66190	130.48
				330974/1	Hardware for small equipment shed	001-441.0000.66190	46.10
				331116/1		001-441.0000.66190	60.47
				330545/1	Chainsaw maintenance tools	001-441.0000.67010	60.69
				330430/1	Measuring cups and zip ties	001-441.0000.67090	52.69
				330151/1	Hose hangers	001-441.0000.67090	29.68
				330225/1	Hoses and watering tools	001-441.0000.67090	49.80
A565	SiteOne Landscape Supply, LLC	APMWB	Check	118927355-001	Irrigation parts for hoop house	001-441.0000.68230	143.27
Dept 441 Total:							4,161.40
Dept: 442 Cemetery							
F070	Fire Safety Specialists	APMWB	Check	25216	Fire extinguisher inspection	001-442.0000.63110	82.95
VEN02995	Hagadone Directories Inc	APMWB	Check	208-777-4478-0000	Phone book	001-442.0000.62000	106.93
VEN07745	Memorial Monuments & Vaults Inc	APMWB	Check	88052	April headstones	001-442.0000.63760	11,544.00
VEN05363	North 40 Outfitters	APMWB	Check	039124/E	Safety Chaps	001-442.0000.67020	271.96
N210	Northland Nursery	APMWB	Check	20147	Bark	001-442.0000.68180	111.15
R1913	Rockhound Landscape Supply	APMWB	Check	5.17.22	sod	001-442.0000.68180	540.00
R251	Serights Ace Hardware	APMWB	Check	331088/1	Weedeater string	001-442.0000.67030	41.38
				330765/1	56 QUIKCRETE	001-442.0000.68170	251.44
Z026	Ziegler Lumber Co #017	APMWB	Check	1100635	Portland cement and wire	001-442.0000.68170	58.48
Dept 442 Total:							13,008.29
Dept: 443 Parks							
A228	A-L Compressed Gases, Inc.	APMWB	Check	S413485	Fuel charge	001-443.0000.64030	1.00
				344560	Fuel for Welder	001-443.0000.64030	7.00
A365	American On-Site Services	APMWB	Check	457121	Woodbridge Portable	001-443.0000.65050	28.17
				440917	Woodbridge Portable Restroom	001-443.0000.65050	44.03
				407036	Skate Park Portable	001-443.0000.65050	85.00
VEN07316	BC Engineers Inc	APMWB	Check	07517	Structural Engineering for Parks Shop Storage	001-443.0000.62040	3,500.00
C410	Country Lock & Key, Inc.	APMWB	Check	9503	Keys for Q'em.	001-443.0000.67030	27.24
				9544	Locks and handles for Q'emiln Restrooms	001-443.1658.62330	2,828.45
VEN14423	Crazy Clean Carpet Cleaning LL	APMWB	Check	5.9.22	Trailhead Carpet Cleaning	001-443.1658.62330	792.00
E054	Evan Ferguson Concrete, Inc.	APMWB	Check	1459	Tullamore Park ADA Sidewalk Improvement	001-443.0000.68170	3,635.00
F020	Fastenal Company	APMWB	Check	IDCOE159015	Hardware for Stock	001-443.0000.67030	76.67
G098	Grainger	APMWB	Check	9258180513	Volleyball net (Rec.)	001-443.0000.63080	196.04
H070	Harbor Freight Tools	APMWB	Check	736489	Lean-to	001-443.0000.94180	75.96
				981422	Lean-to (Constr.)	001-443.0000.94180	119.92
H1957	Horizon	APMWB	Check	2S164617	Small equipment oil	001-443.0000.66190	84.72
				2S164628	Irrigation components for hoop house	001-443.0000.68230	97.47

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	2S164928	Falls Pond	001-443.1658.62330	50.76
I340	Interstate Concrete & Asphalt						
		APMWB	Check	747625	Gravel for shop yard	001-443.0000.68170	257.38
L109	Lowe's Credit Services						
		APMWB	Check	28460	Lean-to	001-443.0000.94180	113.05
P3101	Plants of the Wild						
		APMWB	Check	39868-IN	Native plants at Falls Park & Black Bay	001-443.0000.68190	609.25
G0204	Playcore Wisconsin, Inc						
		APMWB	Check	PJI-0182998	Warren Playground	001-443.0000.68013	96.04
P4835	ProPrint						
		APMWB	Check	61102	B. Myers Business Cards	001-443.0000.63060	29.00
R1691	River City Paint & Decorating						
		APMWB	Check	49721	Stain for Trailer	001-443.0000.68160	36.95
				49789	Field Paint	001-443.0000.68240	162.98
				49953	Sports Field Paint (Rec.)	001-443.0000.68240	162.98
				49883	Field Paint	001-443.0000.68240	162.98
VEN06710	Robinson Nursery, Inc						
		APMWB	Check	19031 A	Park Replacement Trees	001-443.0000.68190	1,650.45
R251	Serights Ace Hardware						
		APMWB	Check	330665/1	Landings Dedication Event	001-443.0000.67030	149.13
				330657/1	Hardware for stock	001-443.0000.67030	82.98
				330591/1	Hardware for shop	001-443.0000.67030	8.99
				330309/1	Hardware for Shop	001-443.0000.67030	3.60
				330327/1	Hardware for shop	001-443.0000.67030	2.04
				330186/1		001-443.0000.67030	44.15
				330280/1	Tool, Drinking Fountain Part	001-443.0000.67090	14.39
						001-443.0000.68250	4.48
				330210/1	Lean-to	001-443.0000.94180	44.67
				330755/1	Lean-to Hardware	001-443.0000.94180	70.28
				330177/1	Falls Park Hardware	001-443.1658.62330	17.54
A565	SiteOne Landscape Supply, LLC						
		APMWB	Check	118697462-001	Irrigation Parts	001-443.0000.68230	479.44
				118147418-001	Irrigation components for hoop house	001-443.0000.68230	177.30
				119099731-001	Irrigation parts for hoop house	001-443.0000.68230	75.98
				118983173-001	Lean-to	001-443.0000.94180	110.25
VEN01248	United Crown Pump & Drilling						
		APMWB	Check	104899	Repair Freeway Water Feature	001-443.0000.67050	7,197.84
U040	United Electrical						
		APMWB	Check	21396	Lean-to project	001-443.0000.94180	100.65
W0226	Walter E Nelson Co						
		APMWB	Check	469763	Soap Dispensers	001-443.0000.63150	26.00
Dept 443 Total:							23,540.20

Dept: 445 Recreation

A365	American On-Site Services						
		APMWB	Check	419298	Port a potty /sanitation	001-445.0000.65050	405.96
A600	Awards Etc.						
		APMWB	Check	33278	New Name plates and badges	001-445.0000.62080	65.25
C175	Century Publishing Co, Inc.						
		APMWB	Check	72540	Park and Rec Summer Guide 2022	001-445.0000.63210	5,526.47
VEN04489	Kroc Center						
		APMWB	Check	5.25.2021	KROC Center - Dance Recital	001-445.0000.63080	675.00
VEN01438	Northwest Martial Arts						
		APMWB	Check	05252022	For Contractual Services Martial Art Classes (N	001-445.0000.62040	361.90
V040	ODP Business Solutions						
		APMWB	Check	243184019001	Office Supplies- Recreation	001-445.0000.63060	129.78
				243184021001		001-445.0000.63060	35.68
				245407674001	Office Supplies- Legal	001-445.0000.63060	146.27
				243184027001	Office Supplies- Recreation	001-445.0000.63060	40.59
				243184021001		001-445.0000.63060	34.56
				241880889001	2- Return of Thin Mouse Pads	001-445.0000.63060	-17.98

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	243184025001	Office Supplies- Recreation	001-445.0000.63060	13.56
		243184020001		001-445.0000.63060	2.34
		243183055001		001-445.0000.63060	17.18
		243184020001		001-445.0000.63060	32.55
		243183055001		001-445.0000.63060	17.98
		245611999001		001-445.0000.66050	32.00
		245611999002		001-445.0000.66050	33.44
		245611999001		001-445.0000.66050	160.00
S054	Schmidt, Sheila				
APMWB	Check	May 22 Session	Contract payment May 22, Gymnastics	001-445.1617.33339	1,508.00
VEN02035	Staples, Inc				
APMWB	Check	3509041360	Office Supplies- Recreation	001-445.0000.66050	127.32
VEN09501	Yoke's Foods Inc				
APMWB	Check	144638	Ice for Landings dedication	001-445.0000.63080	3.98
Dept 445 Total:					9,351.83
Dept: 450 Economic & Comm. Dev. Rev					
VEN14604	Leland Hiatt				
APMWB	Check	HBDR-21-963	Refund permit fee on voided permit BLDR-005:001-450.1753.38507		265.25
Dept 450 Total:					265.25
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	00528542	Annexation publication for City Council	001-451.0000.62000	240.47
		00528567		001-451.0000.62000	217.33
VEN09501	Yoke's Foods Inc				
APMWB	Check	11-1090278	Shrimp Day - supplied shrimp trays to Commis:001-451.0000.64010		25.98
Dept 451 Total:					483.78
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	82061	Utility Billing with Consumer Confidence and B:001-452.0000.62040		50.00
Dept 452 Total:					50.00
Dept: 453 Engineering					
D070	Dell Marketing LP				
APMWB	Check	10584364525	New workstation for Chris Schneider	001-453.0000.63610	825.50
J105	J-U-B Engineers, Inc.				
APMWB	Check	0152496	Professional Services	001-453.0000.62040	5,070.20
Dept 453 Total:					5,895.70
Dept: 454 Community Development Admin					
P2420	Post Falls Chamber				
APMWB	Check	65645	Chamber Community Recognition Gala	001-454.0000.64010	75.00
Dept 454 Total:					75.00
Dept: 481 Capital Improvements/Contracts					
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354100-003	Water Tower Parking Lot Project	001-481.0000.95015	4,980.00
Dept 481 Total:					4,980.00
Fund 001 Total:					385,611.02
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00067828	Yrs of Service	003-482.0000.73020	96.71
		00064610	Years of Service Award	003-482.0000.73020	384.74
VEN07938	Crystal Balback				
APMWB	Check	43	Wellness Classes	003-482.4000.73000	240.00
VEN04994	Gallagher Benefit Services Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	255781	Benefits Consulting	003-482.0000.62040	2,500.00
VEN07082	Kootenai Health				
APMWB	Check	20174.05	EE Biometric Screenings	003-482.4000.73000	475.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	161569	Cobra	003-482.0000.62160	75.00
T345	Tyler Technologies				
APMWB	Check	025-379790	HR base package annual maintenance	003-482.0000.64020	3,762.76
Y0180	Yoga By Cindy				
APMWB	Check	00054	Wellness	003-482.4000.73000	480.00
Dept 482 Total:					8,014.21
Fund 003 Total:					8,014.21

Fund: 023 - SPECIAL EVENTS

Dept: 446 Special Events

B2010	Bill Bozly				
APMWB	Check	5-19-22	Post Falls Festival Music	023-446.1601.62040	500.00
		5.19.22	Post Falls Festival Music	023-446.1601.62040	450.00
VEN14605	Brian McKay				
APMWB	Check	52676	refund for overpaying on the 220AMP	023-446.1660.33337	150.00
C2406	Coast, Pat				
APMWB	Check	5.19.22	Post Falls Festival Music	023-446.1601.62040	300.00
G1311	Greene, Ron				
APMWB	Check	5.19.22	Post Falls Festival Music	023-446.1601.62040	500.00
C3080	Kathy Colton				
APMWB	Check	5.19.22	Post Falls Festival Music	023-446.1601.62040	650.00
VEN02598	Kevin Egeland				
APMWB	Check	5.19.22	Post Falls Festival	023-446.1601.62040	900.00
K086	Kootenai County Sheriff				
APMWB	Check	82-6000304 5.13.22	Triathlon Safety-	023-446.1602.63660	290.00
L085	Lien, Jim				
APMWB	Check	5.19.22	Market and Music Band	023-446.1605.34107	2,300.00
VEN14590	Matt Smith				
APMWB	Check	5.19.22	Post Falls Festival Music	023-446.1601.62040	550.00
M1872	Morse, Lyle				
APMWB	Check	5.19.22	Music Post Falls Festival	023-446.1601.62040	125.00
VEN01544	Paul Mata				
APMWB	Check	5.19.22	Post Falls Festival Music	023-446.1601.62040	600.00
VEN14162	Robert Kasun				
APMWB	Check	5.19.22	Post Falls Festival Music	023-446.1601.62040	500.00
VEN14408	Ryan Larsen Band				
APMWB	Check	5.19.22	Market & Music Summer Concert Series	023-446.1605.34107	900.00
S135	Shenango Screenprinting, Inc.				
APMWB	Check	1298	1 sided Festival signs (12)	023-446.1601.63000	419.88
Dept 446 Total:					9,134.88
Fund 023 Total:					9,134.88

Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets

J105	J-U-B Engineers, Inc.				
APMWB	Check	0152570	Spokane/Prairie Project	037-431.0000.95134	12,859.42
		0152571	Poleline Ave/Cecil Rd Roundabout Project	037-431.0000.95137	8,518.40
				037-431.0000.95138	2,460.90
Dept 431 Total:					23,838.72
Fund 037 Total:					23,838.72

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

VEN09639	McHugh Bromley PLLC				
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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	10003015	Sports Complex	038-443.0000.94165	79.50
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	4827	Tullamore Sports Complex Phase 1	038-443.0000.94165	110,147.36
Dept 443 Total:					110,226.86
Fund 038 Total:					110,226.86
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	123617	May Monthly	650-463.0000.68360	690.00
		123118	Biosolids	650-463.0000.68360	780.00
VEN03129	Barr Tech LLC				
APMWB	Check	7823	Bio Solids April 2022	650-463.0000.62150	51,884.39
B250	Brown Bearing Company, Inc.				
APMWB	Check	9502462956	Lip Seals	650-463.0000.68025	46.23
C18750	CityServiceValcon, LLC				
APMWB	Check	0577012	Mobilgrease XHP 222 & Mobilgear 600	650-463.0000.68025	435.67
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-207849	grinder	650-463.0000.67090	243.96
C220	Coleman Oil Co				
APMWB	Check	2205-009739	Dyed ULS22	650-463.0000.67221	946.26
C3090	Columbia Electric Supply				
APMWB	Check	1120-1008510	Tap Connection	650-463.0000.68025	68.84
H030	Hach Company				
APMWB	Check	12994757	Pipet Tips	650-463.0000.63400	148.26
		13000491	Thermometer, Beaker	650-463.0000.63400	180.40
I2731	Inland Environmental Resources				
APMWB	Check	2022-0527	mag order 5/22	650-463.0000.63008	8,329.20
M113	Midpoint Bearing				
APMWB	Check	96563003	NAC Bearings & Rings	650-463.0000.68025	493.93
		96569306	NTN Bearings	650-463.0000.68025	1,305.00
		96552177	O-rings	650-463.0000.68025	21.75
		96551421	O- rings	650-463.0000.68025	20.47
N001	Napa Auto Parts				
APMWB	Check	3688-163128	Brake Cleaner, Mats, Air Filter	650-463.0000.68025	248.24
		3688-160805	Treatment Pressure Washer Repair	650-463.0000.68025	42.65
N040	NCL of Wisconsin, Inc.				
APMWB	Check	469634	thermometers	650-463.0000.63400	904.98
VEN04172	Northwest Scientific, Inc.				
APMWB	Check	5156143	Glass Microfiber Filters	650-463.0000.63400	127.17
		5156629	Electrode Storage Solution	650-463.0000.63400	48.56
		5156541	SemiMicro 50mm Plastic cup & Agar Plates	650-463.0000.63400	696.72
		5156382	Microfiber Filters	650-463.0000.63400	103.44
		5156425	Glass Microfiber Filters	650-463.0000.63400	127.17
		5156778	Tubing Silicone Pump	650-463.0000.63400	378.24
N500	NSI Solutions, Inc				
APMWB	Check	404850	standards	650-463.0000.63400	1,157.00
V040	ODP Business Solutions				
APMWB	Check	243886859001	Office Supplies- Water/Wastewater	650-463.0000.63060	6.28
R251	Serights Ace Hardware				
APMWB	Check	330438-1	Shop Supplies	650-463.0000.63400	33.42
		330623-1	Lab Eye Wash	650-463.0000.63400	8.26
		330860-1	Treatment Pressure Washer Battery Fittings	650-463.0000.68025	8.09
		330453-1	Touch n Flow Nozzle	650-463.0000.68025	17.08
		330648-1	Treatment Hose Repair	650-463.0000.68025	15.46
		331189-1	plumbing fittings	650-463.0000.68025	63.04
VEN03527	Suez Treatment Solutions, Inc				
APMWB	Check	900152114	UV ballasast	650-463.0000.68025	2,608.47
U145	USABlue Book				
APMWB	Check	915458	filters, test kits drain markers	650-463.0000.63400	651.82

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>W0226</u>	Walter E Nelson Co	APMWB	Check	<u>470137</u>	Laundry Detergent, Paper Towels & Kimwipes	650-463.0000.63400	260.23
				<u>470353</u>	Paper Towels	650-463.0000.63400	146.60
<u>W180</u>	Western States Equipment	APMWB	Check	<u>IN002018679</u>	Trouble Shoot - Generator	650-463.0000.62040	724.10
Dept 463 Total:							73,971.38

Dept: 466 Wastewater - Collections

<u>A1395</u>	Advanced Compressor & Hose Inc	APMWB	Check	<u>87429</u>	Heat Shrink Butt Connectors, Black Ties, Knife	650-466.0000.63330	89.40
<u>A497</u>	Arrow Construction Supply, Inc	APMWB	Check	<u>331779</u>	Green Marking Paint	650-466.0000.63330	95.52
<u>C3090</u>	Columbia Electric Supply	APMWB	Check	<u>1120-1008648</u>	Screwdriver & Tap Connection	650-466.0000.68021	95.56
<u>I129</u>	Idaho Rural Water Assoc.	APMWB	Check	<u>20862</u>	Centrifugal & Vertical Turbine Pumps - Gary Br	650-466.0000.64020	120.00
<u>N001</u>	Napa Auto Parts	APMWB	Check	<u>3688-162118</u>	Antifreeze	650-466.0000.63006	65.94
				<u>3688-160037</u>	antifreeze	650-466.0000.63006	83.94
				<u>3688-163546</u>	Multi-Purpose Cleaner	650-466.0000.63330	5.99
				<u>3688-158812</u>	Dielectric Tune-up	650-466.0000.63330	20.24
				<u>3688-160565</u>	Wiper Blades	650-466.0000.67170	33.98
<u>B100</u>	Owen Equipment Company	APMWB	Check	<u>00206176</u>	vactor cylinder	650-466.0000.67170	2,620.86
<u>P310</u>	Platt Electric Supply	APMWB	Check	<u>2S43107</u>	3M 33+Super, 4-1 Electronics	650-466.0000.63330	90.83
				<u>2S95109</u>	Heater Element	650-466.0000.68021	98.14
<u>R251</u>	Serights Ace Hardware	APMWB	Check	<u>330394-1</u>	Valve Water Press, PVC Nipple & Sleeve	650-466.0000.63006	72.83
				<u>330514-1</u>	Silicone	650-466.0000.63330	107.90
				<u>330403-1</u>	Pipe Wrench, Scratch Pads, Pressure Gauge	650-466.0000.63330	65.29
				<u>330365-1</u>	plumbing fittings	650-466.0000.63330	17.04
				<u>331166-1</u>		650-466.0000.68021	29.83
				<u>330639-1</u>	Suction Hose	650-466.0000.68021	33.04
<u>VEN13163</u>	Wapiti Consulting, LLC	APMWB	Check	<u>310</u>	12th Ave LS Troubleshooting	650-466.0000.62040	480.00
				<u>311</u>	Jacklin LS - Troubleshooting VFD	650-466.0000.62040	600.00
				<u>312</u>	Riverside Harbor - Troubleshooting Level Scali	650-466.0000.62040	480.00
Dept 466 Total:							5,306.33

Dept: 468 Wastewater - Surface Water

<u>A090</u>	Accurate Testing Labs LLC	APMWB	Check	<u>123355</u>	Stormwater sample	650-468.0000.68360	260.00
<u>N001</u>	Napa Auto Parts	APMWB	Check	<u>3688-158973</u>	Surface Water/Sprayer Battery	650-468.0000.68380	94.33
				<u>3688-158328</u>	Battery for Mini Z	650-468.0000.68380	39.97
<u>R251</u>	Serights Ace Hardware	APMWB	Check	<u>331021-1</u>	bolts	650-468.0000.68380	25.20
				<u>330116-1</u>	Surface Water/Spray Gloves	650-468.0000.68380	14.02
				<u>330649-1</u>	plumbing fittings	650-468.0000.68380	13.28
				<u>330660-1</u>		650-468.0000.68380	16.94
Dept 468 Total:							463.74

Fund 650 Total: 79,741.45

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

<u>A293</u>	Allwest Testing & Engin., LLC	APMWB	Check	<u>24725</u>	Construction Testing	651-463.3213.90015	7,663.00
<u>I340</u>	Interstate Concrete & Asphalt	APMWB	Check	<u>754400</u>	5/8" Top Course	651-463.6505.95520	174.58

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>J105</u>	J-U-B Engineers, Inc.				
APMWB	Check	0152452	WRF Facility Plan Study May 2022 per contrac	651-463.3209.95500	22,606.66
		0152566	WRF Construction Management Support Servi	651-463.3213.90015	151,567.35
<u>K0037</u>	K & N Electric Motors Inc.				
APMWB	Check	0135958	Ditch 5 south motor	651-463.3113.95520	19,332.23
<u>VEN14291</u>	Sletten Construction Company				
APMWB	Check	Pay App 18	WRF Tertiary Improvements Construction	651-463.3213.90015	496,430.80
Dept 463 Total:					697,774.62
Fund 651 Total:					697,774.62

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR
 Dept: 463 Wastewater Operating

<u>J105</u>	J-U-B Engineers, Inc.				
APMWB	Check	0152570	Spokane/Prairie Project	652-463.3220.95520	6,235.12
<u>W090</u>	Welch Comer & Associates, Inc.				
APMWB	Check	41354120-001	Corbin Lift Station Preliminary Engineering Ser	652-463.3234.95520	2,450.00
Dept 463 Total:					8,685.12
Fund 652 Total:					8,685.12

Fund: 700 - SANITATION
 Dept: 461 Sanitation

<u>VEN07913</u>	CANNON HILL				
APMWB	Check	32955 4.28.22	Credit Wood Debris	700-461.0000.65050	-144.00
		33542	Wood debris	700-461.0000.65050	525.00
<u>VEN02385</u>	Prairie Transfer Station				
APMWB	Check	05-62421	Big Can Refuse	700-461.0000.65050	33.80
		05-61734	Big can refuse	700-461.0000.65050	31.20
		05-63035	Big Can Refuse	700-461.0000.65050	14.30
Dept 461 Total:					460.30
Fund 700 Total:					460.30

Fund: 750 - WATER OPERATING
 Dept: 462 Water Operating

<u>A090</u>	Accurate Testing Labs LLC				
APMWB	Check	122634	Water samples	750-462.0000.68360	2,510.00
		122594	Alpha Activity, Uranium & Radium	750-462.0000.68360	410.00
		123686	Coliform Presence/Absence	750-462.0000.68360	100.00
		123778	Coliform Presence/ Absence	750-462.0000.68360	50.00
		122633	Radium	750-462.0000.68360	250.00
		122593	Alpha Activity & Uranium	750-462.0000.68360	160.00
		123625	Coliform Presence/Absence	750-462.0000.68360	125.00
		123744		750-462.0000.68360	100.00
		123607		750-462.0000.68360	125.00
<u>A365</u>	American On-Site Services				
APMWB	Check	451377	BAT Training Course - Porta Potty	750-462.0000.63280	37.14
<u>VEN14124</u>	Badger Meter, Inc.				
APMWB	Check	80097341	Badger Annual Support	750-462.0000.66012	2,421.84
<u>B072</u>	BAVCO				
APMWB	Check	156152	BACKFLOW REPAIR PARTS	750-462.0000.63280	3,742.30
<u>B091</u>	BDS				
APMWB	Check	82061	Utility Billing with Consumer Confidence and B	750-462.0000.62410	2,535.00
<u>VEN04268</u>	Coeur d'Alene Garbage Service				
APMWB	Check	1460372	Recycle Bin 4/2022	750-462.0000.65050	30.50
<u>H215</u>	Core & Main LP				
APMWB	Check	Q733196	Galv Red	750-462.0000.63280	154.60
		Q733165	Gaskets	750-462.0000.63280	32.00
		Q762194	Poly	750-462.0000.63280	930.30
		CR O228172 & CR C	Invoice O228172 & O207055 Paid Twice	750-462.0000.63280	-669.16

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	Q771154	6" DI Saddle's	750-462.0000.63280	482.36
		CR O228172 & CR C	Invoice O228172 & O207055 Paid Twice	750-462.0000.66190	-77.42
		Q762556	CLA-VAL Repair Kit	750-462.0000.68025	561.71
F020	Fastenal Company				
APMWB	Check	IDCOE159301	Shop Supplies	750-462.0000.63280	53.33
		IDCOE159303	5/8 Bottom Tap	750-462.0000.63280	27.43
VEN01107	Filtration Technology				
APMWB	Check	8702	MIOX Replacement Cells	750-462.0000.68025	12,770.42
G098	Grainger				
APMWB	Check	9255013972	Screwdriver Kit	750-462.0000.67090	84.74
VEN14482	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	4500	Consulting Services for Cell Tower Leases per	750-462.0000.62040	2,143.00
N001	Napa Auto Parts				
APMWB	Check	3688-161138	Well 9 Repair Parts	750-462.0000.68025	8.36
N0991	Norco Inc				
APMWB	Check	34871778	Mechanics Glove	750-462.0000.63110	13.88
		34945826	25% Carbon Dioxide Cyl	750-462.0000.63280	38.49
		34971653	Carbon Dioxide, # 33 Solid Wire, L-56 Spool	750-462.0000.63280	242.77
V040	ODP Business Solutions				
APMWB	Check	243886859001	Office Supplies- Water/Wastewater	750-462.0000.63060	39.58
R251	Serights Ace Hardware				
APMWB	Check	330877-1	Air Valve 1/4"	750-462.0000.63280	9.69
		330594-1	Toilet Repair Kit	750-462.0000.68010	25.99
		329970-1	Replacement generator	750-462.0000.90050	2,663.10
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240036231-00	Bi-Metal Hole Saw	750-462.0000.63280	16.53
		240036556-00	Returned - Carbide Tipped Hole Cutter	750-462.0000.63280	-166.53
		240036082-00	Carbide Tipped Hole Cutter	750-462.0000.63280	166.53
		240036620-00	All Purpose Bi-Metal Hole Saw	750-462.0000.63280	16.53
U145	USABlue Book				
APMWB	Check	912949	Tags	750-462.0000.63280	77.20
Dept 462 Total:					32,242.21
Fund 750 Total:					32,242.21
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0152518	Well House 11 May 2022	753-462.3224.95550	15,735.00
Dept 462 Total:					15,735.00
Fund 753 Total:					15,735.00
Report Total:					1,371,464.39



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	500.00
	001-22115	166,246.52
	001-411.0000.63870	373.50
	001-411.0000.64010	75.00
	001-412.0000.63070	23.46
	001-412.0000.66014	8,640.00
	001-412.0000.66070	996.76
	001-413.0000.62060	1,335.03
	001-414.0000.63060	36.30
	001-414.1445.62170	5,112.37
	001-414.1445.62190	3,062.39
	001-415.0000.62000	133.72
	001-418.0000.64020	149.00
	001-421.0000.62040	609.79
	001-421.0000.62370	100.00
	001-421.0000.63210	127.20
	001-421.0000.64010	150.00
	001-421.0000.64020	655.00
	001-421.0000.64030	7,813.76
	001-421.0000.65030	90.00
	001-421.0000.67020	339.56
	001-421.0000.67100	1,700.38
	001-421.0000.67170	361.60
	001-421.0000.67190	1,944.89
	001-421.0000.68010	487.00
	001-421.0000.80240	28,040.40
	001-421.4000.72000	301.99
	001-423.1153.68400	1,495.00
	001-424.0000.63040	152.67
	001-424.0000.63060	22.70
	001-427.0000.63000	159.69
	001-427.0000.64030	314.99
	001-427.4000.72000	88.00
	001-431.0000.63000	902.43
	001-431.0000.63260	21,038.35
	001-431.0000.64020	1,530.00
	001-431.0000.67070	3,500.00
	001-431.0000.68110	2,580.78
	001-431.0000.68130	9,063.00
	001-431.0000.90050	425.00
	001-433.0000.63140	586.19
	001-433.0000.63150	394.29
	001-433.0000.63720	211.78
	001-433.0000.68010	326.83
	001-433.0000.68030	24.63
	001-433.4000.72000	349.94
	001-434.0000.63011	1,488.57
	001-434.0000.63012	1,595.00
	001-434.0000.63013	891.67
	001-434.0000.63160	158.44
	001-434.0000.67170	5,495.23
	001-434.0000.67190	3,087.39
	001-434.0000.68010	1,125.91
	001-434.0000.90010	37,385.47
	001-441.0000.66190	462.11
	001-441.0000.67010	90.87

001-441.0000.67090	132.17
001-441.0000.68170	326.00
001-441.0000.68230	143.27
001-441.1683.68190	2,854.00
001-441.4000.72000	152.98
001-442.0000.62000	106.93
001-442.0000.63110	82.95
001-442.0000.63760	11,544.00
001-442.0000.67020	271.96
001-442.0000.67030	41.38
001-442.0000.68170	309.92
001-442.0000.68180	651.15
001-443.0000.62040	3,500.00
001-443.0000.63060	29.00
001-443.0000.63080	196.04
001-443.0000.63150	26.00
001-443.0000.64030	8.00
001-443.0000.65050	157.20
001-443.0000.66190	84.72
001-443.0000.67030	394.80
001-443.0000.67050	7,197.84
001-443.0000.67090	14.39
001-443.0000.68013	96.04
001-443.0000.68160	36.95
001-443.0000.68170	3,892.38
001-443.0000.68190	2,259.70
001-443.0000.68230	830.19
001-443.0000.68240	488.94
001-443.0000.68250	4.48
001-443.0000.94180	634.78
001-443.1658.62330	3,688.75
001-445.0000.62040	361.90
001-445.0000.62080	65.25
001-445.0000.63060	452.51
001-445.0000.63080	678.98
001-445.0000.63210	5,526.47
001-445.0000.65050	405.96
001-445.0000.66050	352.76
001-445.1617.33339	1,508.00
001-450.1753.38507	265.25
001-451.0000.62000	457.80
001-451.0000.64010	25.98
001-452.0000.62040	50.00
001-453.0000.62040	5,070.20
001-453.0000.63610	825.50
001-454.0000.64010	75.00
001-481.0000.95015	4,980.00
Fund 001 Total:	385,611.02
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	75.00
003-482.0000.64020	3,762.76
003-482.0000.73020	481.45
003-482.4000.73000	1,195.00
Fund 003 Total:	8,014.21
023 - SPECIAL EVENTS	
023-446.1601.62040	5,075.00
023-446.1601.63000	419.88
023-446.1602.63660	290.00
023-446.1605.34107	3,200.00
023-446.1660.33337	150.00
Fund 023 Total:	9,134.88
037 - STREETS IMPACT FEES	
037-431.0000.95134	12,859.42
037-431.0000.95137	8,518.40
037-431.0000.95138	2,460.90

038 - PARKS IMPACT FEES		Fund 037 Total:	23,838.72
038-443.0000.94165			110,226.86
		Fund 038 Total:	110,226.86
650 - RECLAIMED WATER OPERATING			
650-463.0000.62040			724.10
650-463.0000.62150			51,884.39
650-463.0000.63008			8,329.20
650-463.0000.63060			6.28
650-463.0000.63400			4,972.27
650-463.0000.67090			243.96
650-463.0000.67221			946.26
650-463.0000.68025			5,394.92
650-463.0000.68360			1,470.00
650-466.0000.62040			1,560.00
650-466.0000.63006			222.71
650-466.0000.63330			492.21
650-466.0000.64020			120.00
650-466.0000.67170			2,654.84
650-466.0000.68021			256.57
650-468.0000.68360			260.00
650-468.0000.68380			203.74
		Fund 650 Total:	79,741.45
651 - RECLAIMED WATER CAPITAL - WWTP			
651-463.3113.95520			19,332.23
651-463.3209.95500			22,606.66
651-463.3213.90015			655,661.15
651-463.6505.95520			174.58
		Fund 651 Total:	697,774.62
652 - RECLAIMED WATER CAPITAL - COLLECTOR			
652-463.3220.95520			6,235.12
652-463.3234.95520			2,450.00
		Fund 652 Total:	8,685.12
700 - SANITATION			
700-461.0000.65050			460.30
		Fund 700 Total:	460.30
750 - WATER OPERATING			
750-462.0000.62040			2,143.00
750-462.0000.62410			2,535.00
750-462.0000.63060			39.58
750-462.0000.63110			13.88
750-462.0000.63280			5,191.51
750-462.0000.65050			30.50
750-462.0000.66012			2,421.84
750-462.0000.66190			-77.42
750-462.0000.67090			84.74
750-462.0000.68010			25.99
750-462.0000.68025			13,340.49
750-462.0000.68360			3,830.00
750-462.0000.90050			2,663.10
		Fund 750 Total:	32,242.21
753 - WATER CAPITAL			
753-462.3224.95550			15,735.00
		Fund 753 Total:	15,735.00
		Report Total:	1,371,464.39

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 06.8.22

5/13/2022	\$ 79.00	87588 Acranet	Past due	001-414.0000.62080
5/13/2022	\$ 86.72	87589 AT&T LongDistance	Pay Before Due Date	Various
5/13/2022	\$ 181.98	87590 AT&T Mobility	Pay Before Due Date	650-466.0000.65030
5/13/2022	\$ 990.96	97591 AT&T Mobility	Pay Before Due Date	650-463.0000.65030
5/13/2022	\$ 84,443.24	87592 Avista Utilities	Pay Before Due Date	Various
5/13/2022	\$ 25.40	97593 Horizon	Past due	001-443.1658.62330
5/13/2022	\$ 29,182.89	87594 Kootenai Electric	Pay Before Due Date	Various
5/13/2022	\$ 266.49	87596 Ricoh USA Inc.	Pay Before Due Date	001-421.0000.66050
5/13/2022	\$ 10,412.25	87597 Tyler Technologies	Past due	001-414.0000.66015
5/13/2022	\$ 33.65	87598 Ziegler Lumber Co #017	Past due	001-443.1658.62330
5/13/2022	\$ 849.57	87599 Zply Fiber	Pay Before Due Date	Various
5/20/2022	\$ 9,146.49	87659 Avista Utilities	Pay Before Due Date	Various
5/20/2022	\$ 48,352.42	87660 Barr Tech	Pay Before Due Date	650-463.0000.62150
5/20/2022	\$ 139.98	87661 Charter Communications	Pay Before Due Date	001-442.0000.65030
5/20/2022	\$ 275.25	87662 H & H Business Systems, Inc.	Pay Before Due Date	Various
5/20/2022	\$ 2,957.10	87663 Kootenai County Solid Waste	Pay Before Due Date	Various
5/20/2022	\$ 9,087.88	87664 Northwest Waste and Recycling	Pay Before Due Date	700-461.0000.65114
5/20/2022	\$ 3,294.72	87665 One Call Concepts	Past due	Various
5/20/2022	\$ 102.84	87666 PlayCreation Inc	Past due	001-443.0000.68013
5/20/2022	\$ 105.00	87667 Ramey's Yard Care	Past due	001-433.0000.68010
5/20/2022	\$ 182.26	87668 Ricoh USA Inc.	Pay Before Due Date	001-445.0000.66050
5/20/2022	\$ 115.44	87669 Ronald Pritchett	Past due	001-21050
5/20/2022	\$ 2,708.06	87670 Zply Fiber	Pay Before Due Date	Various
5/20/2022	\$ 34,379.80	87671 Robideaux motors	Vehicle is ready for pickup	001-434.0000.90010
5/24/2022	\$ 293,530.29	87672 Northwest Waste and Recycling	Pay Before Due Date	700-461.0000.62042
5/27/2022	\$ 72.62	87678 AT&T LongDistance	Pay Before Due Date	01-431.0000.65030
5/27/2022	\$ 165.00	87679 DeVries Info Management	Past due	Various
5/27/2022	\$ 275.11	87680 H & H Business Systems, Inc.	Pay Before Due Date	Various
5/27/2022	\$ 45.40	87681 Kootenai Electric	Pay Before Due Date	001-443.0000.65021
5/27/2022	\$ 448.85	87682 Level 3 Communications	Pay Before Due Date	Various
5/27/2022	\$ 848.49	87683 Level 3 Communications	Pay Before Due Date	001-421.0000.65030
5/27/2022	\$ 2,416.74	87684 Level 3 Communications	Pay Before Due Date	Various
5/27/2022	\$ 120.00	87685 Panhandle Area Council	Pay Before Due Date	Various
5/27/2022	\$ 501.32	87686 Ricoh USA Inc.	Pay Before Due Date	001-421.0000.66050
5/27/2022	\$ 493.01	87687 Verizon Wireless	Pay Before Due Date	Various
5/27/2022	\$ 490.65	87688 Zply Fiber	Pay Before Due Date	Various
	\$ 536,806.87			

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/7/2022

DATE: 6/1/2022 8:49 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson, City Attorney
SUBJECT: Termination of Lease for Real Property Located at 1103 E. 3rd Avenue with the Senior Center

ITEM AND RECOMMENDED ACTION:

Staff recommends terminating the existing lease for the real property located at 1103 E. 3rd Avenue with the Senior Center.

DISCUSSION:

The Senior Center is winding down business and wishes to terminate its lease for the property located at 1103 E. 3rd Avenue in order to facilitate the Food Bank leasing the space. The Senior Center and the Food Bank have entered into an agreement for the Food Bank to offer the services provided by the Senior Center in addition to their other services.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Terminating the lease will not have a fiscal impact as the property would be leased to the Food Bank.

BUDGET CODE:

N/A

**AGREEMENT BETWEEN
CITY OF POST FALLS
AND
POST FALLS SENIOR CENTER
TO TERMINATE LEASE**

THIS Agreement to Terminate Lease (“Agreement”) made and effective this ____ day of _____, 2022 (the “Effective Date”), by and between the City of Post Falls (“City”), an Idaho Municipal Corporation and Senior Citizens of the Post Falls Area of Kootenai County, Inc., d/b/a Post Falls Senior Center (“Senior Center”), a non-profit entity with its principal place of business at 1215 E. 3rd Avenue, Post Falls, Idaho 83854. City and Senior Center are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS City and the Senior Center entered into a lease agreement regarding certain property (referred to as the “Subject Property” and more particularly described in Exhibit “A” to this Agreement) in the City for the purpose of providing and managing services to and for the community’s seniors;

WHEREAS the Post Falls Senior Center is no longer able to provide and manage these services to and for the community’s seniors and seeks to terminate the lease of the Subject Property with the City;

WHEREAS the Post Falls Food Bank (“PFFB”) has undertaken efforts to assist the Senior Center in meeting its mission including, but not limited to, managing programs for seniors, managing staffing of employees and volunteers, and administration of operations and facilities;

WHEREAS the Post Falls Senior Center previously borrowed monies from Columbia Bank (“Bank”) and, with the consent of the City, allowed the Bank to have and record a security interest in the leasehold and against the Subject Property;

WHEREAS the PFFB and the City are prepared to enter into a long-term lease for the Subject Property if the existing lease between the City and the Senior Center is terminated and the Columbia Bank security interest encumbrance is satisfied and released; and

WHEREAS the City and the Senior Center agree to terminate the lease of the Subject Property and the City will lease the property to the PFFB on the condition that the Bank’s security interest in the Subject property leasehold is satisfied and released.

NOW THEREFORE, the Parties agree that the lease dated October 1, 1978 previously entered into regarding the Subject Property between the City and the Senior Center, and any and all amendments to thereto, will be terminated without further cost or obligation to the other when the following conditions are met:

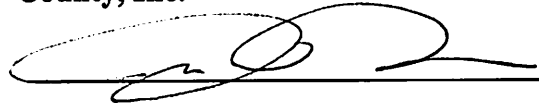
1. The City and the PFFB agree to the terms of a new lease agreement for the Subject Property;
2. The Bank's security interest in the Subject Property and the leasehold is released and no longer an encumbrance on the Subject property or the leasehold relating thereto; and
3. The City and PFFB execute the lease referenced in 1, above.

It is expressly understood and agreed that the laws of the State of Idaho shall govern this relationship and this Agreement and that the venue for any litigation disputes regarding, or interpretation of, this Agreement shall be initiated exclusively in Kootenai County, State of Idaho.

SIGNATURES: By the signatures of their authorized representatives below, the parties to this Agreement to Terminate lease signify their acceptance of the terms of all obligations, rights, and duties specified herein; provided that, however, the new lease contemplated between the City and PFFB must be approved by a majority of the Council of the City in order to be binding and effective.

City of Post Falls

Idaho Municipal Corporation and Senior Citizens of the Post Falls Area of Kootenai County, Inc.



By _____

By Jess Drotke

Its _____

Its President

Date _____

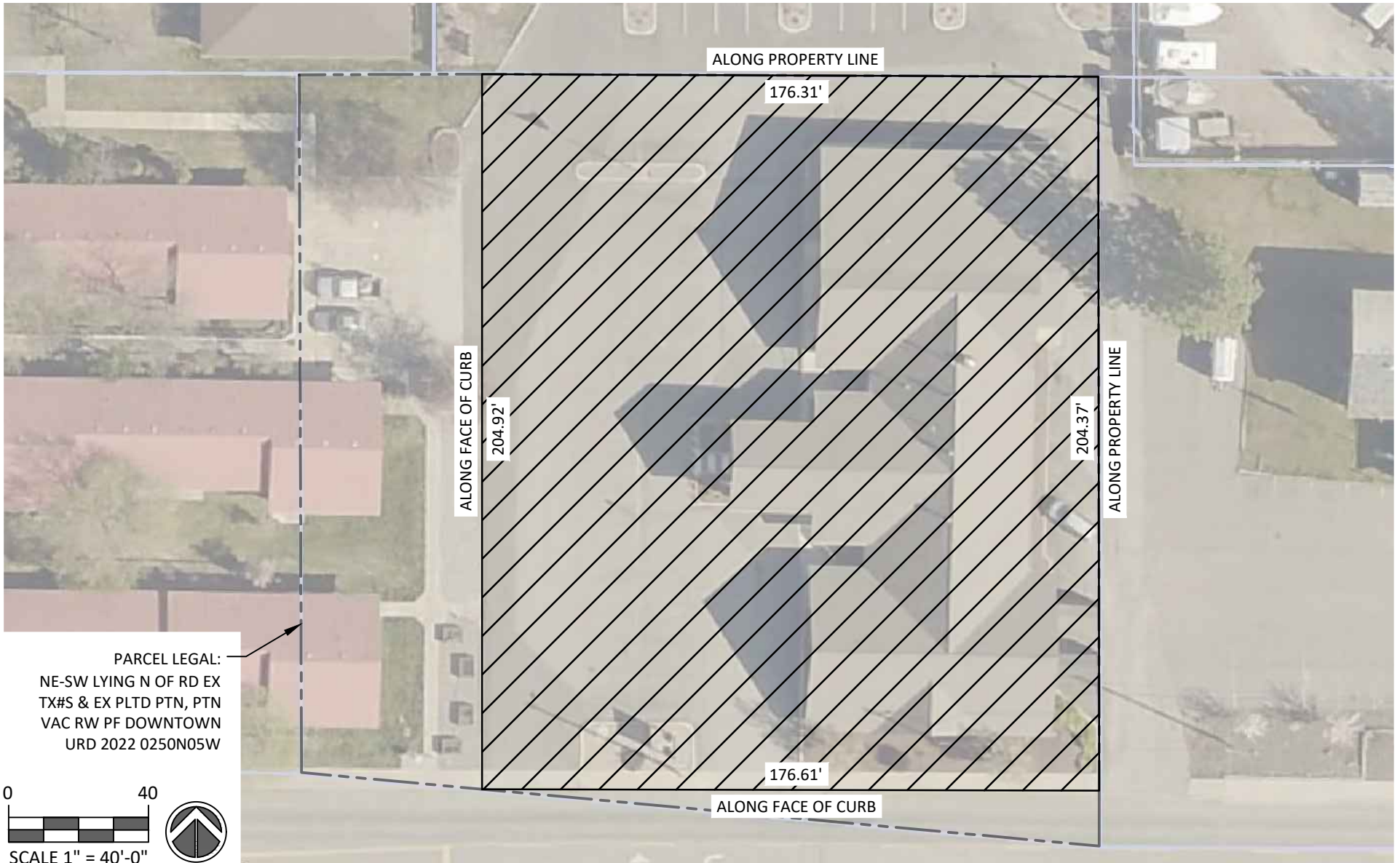
Date 5/3/22

Post Falls Food Bank, Inc.
(Third-Party Beneficiary)

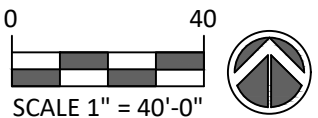
By _____

Its _____

Date _____



PARCEL LEGAL:
 NE-SW LYING N OF RD EX
 TX#S & EX PLTD PTN, PTN
 VAC RW PF DOWNTOWN
 URD 2022 0250N05W



POST FALLS FOOD BANK
 1103 E 3RD AVE
 LEASE EXHIBIT

EXHIBIT
 A

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/7/2022

DATE: 6/1/2022 8:48 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson, City Attorney
SUBJECT: Lease Agreement with the Food Bank for the Property Located at 1103 E. 3rd Avenue

ITEM AND RECOMMENDED ACTION:

Staff recommends approving the lease with the Food Bank for the Real Property located at 1103 E. 3rd Avenue.

DISCUSSION:

The Senior Center has requested that the City terminate its lease for the property at 1103 E. 3rd Avenue to facilitate an agreement for the Food Bank to assume the lease and provide the services provided by the Senior Center as well as renovating the space to better provide the services currently provided by the the Food Bank. The lease is for the real property only at a rate of \$10 annually. In order to allow sufficient time for the Food Bank to recoup their investment in improving the structure the lease has a term of 50 years with two possible 25 year extensions. This is an extension of the current lease but is consistent with the prior lease to the Senior Center.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No Impact.

BUDGET CODE:

N/A

LEASE AGREEMENT

City of Post Falls/Post Falls Food Bank

THIS LEASE is made as of the ____ day of _____, 2022, by and between the City of Post Falls, a municipal corporation of the State of Idaho (the “Landlord” or the “City”) and the Post Falls Food Bank, Inc., an Idaho non-profit corporation (the “Tenant” or the “PFFB”).

A. WHEREAS the City is a municipality existing and organized pursuant to the laws of the State of Idaho;

B. WHEREAS the PFFB is a duly formed nonprofit corporation with the mission to serve the needs of the Post Falls, Idaho community;

C. WHEREAS the Post Falls Senior Center had previously leased certain property in the City for the purpose of providing and managing services to and for the community’s seniors;

D. WHEREAS the Post Falls Senior Center is no longer able provide and manage these services to and for the community’s seniors;

E. WHEREAS the PFFB has agreed to undertake the management of certain programs and services of the Post Falls Senior Center for the community’s seniors, in addition to carrying on the programs and mission of the food bank;

F. WHEREAS the PFFB desires to lease the same property from the City for the purpose of carrying on the missions of the food bank and services to seniors;

G. WHEREAS the Post Falls Senior Center is willing to give up and terminate its lease with the City on the condition that the City enters into a long-term lease of the property to PFFB; and

H. WHEREAS the City and the PFFB desire to formalize this agreement pursuant to the terms of the Lease outlined herein;

NOW, THEREFORE, in consideration for the mutual covenants, conditions, agreements, representations and warranties contained herein, the parties agree as follows:

1. LEASED PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of real property, with building, located at 1215 E. 3rd Avenue, Post Falls, Idaho 83854, said tract consisting of .85 acres, which is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference (the “Leased Premises”).

2. PERMITTED USE.

Tenant can use the Leased Premises for the purpose of providing community service through the food bank, programs for seniors, community education, and other charitable and related community services.

3. TERM.

A. The term of this Lease will be for fifty (50) years (the “Initial Term”), commencing on June 8, 2022, and ending at 11:59 p.m. on June 8, 2072, unless sooner terminated by the parties or operation of law or the terms of this Lease.

B. **OPTION TO RENEW.** For good and valuable consideration, receipt of which is hereby acknowledged by Landlord, Tenant shall have the right and exclusive option to renew the term of this Lease for two additional twenty-five (25) year terms, subject to the terms and conditions as provided herein (“Renewal Term(s)”) for a total potential lease term of up to one hundred (100) years. Should Tenant elect to exercise any option to renew, Tenant must provide Landlord with written notice of the same not more than one-hundred and twenty (120) days and not less than thirty (30) days before the expiration of the Initial Term or the Renewal Term as the case may be. Tenant’s option to execute the Renewal Term(s) is contingent on Tenant being in full compliance with each term of this Lease at the time written notice of the intention to exercise the option to renew is provided to the Landlord.

C. Tenant will, upon the expiration of the term of this Lease, including any exercised option Renewal Terms, peaceably vacate the Leased Premises and remove all goods and effects not belonging to Landlord and leave the premises in good repair and condition, reasonable wear and tear excepted.

4. RENT.

Tenant agrees to pay Landlord annual rent in the amount of ten (\$10) dollars per year. Tenant agrees to prepay the entire rent amount for the Initial Term at the time of execution of this lease. Tenant will prepay the entire rent amount for each Renewal Term at the time Tenant provides notice of Tenant’s intent to exercise each Renewal Term.

5. CITY’S TITLE.

A. City covenants that City is the holder of fee simple title to the Leased Premises and has full right and authority to make this Lease.

B. City covenants that the PFFB shall have quiet and peaceful possession of the Leased Premises and enjoy all the rights granted herein without interference from the City or anyone acting by, through or under City. The City shall not encumber the Leased Premises with a mortgage, deed of trust or other lien or encumbrance.

6. CONSTRUCTION AND ALTERATION OF IMPROVEMENTS ON THE LEASED PREMISES.

A. The City hereby authorizes the PFFB, at the PFFB's sole responsibility and expense and in accordance with applicable law (including without limitation any standards that may apply specifically to the Leased Premises), to construct additions to or remodel the Leased Premises and is further authorized to make such repairs, additions, alterations and improvements thereto as the PFFB may deem desirable, so long as the construction meets all applicable building codes and the PFFB obtains any required building permits for such construction.

B. The City shall not be obligated to maintain, replace, or rebuild any PFFB improvements on the Leased Premises, except for the repair of damages caused by the City.

C. Fee title to all improvements constructed on the Leased Premises by the PFFB, except for public infrastructure, and all additions, alterations and improvements thereto made by the PFFB, even though a part of the realty, shall be and remain in title with the PFFB during the term of this Lease and any extensions thereto. Provided however, that upon the termination or expiration of this Lease for whatever reason, the PFFB's improvements, including any buildings constructed on the Leased Premises, shall become the property of the City, except for furniture and fixtures that are not permanently attached to the building.

D. The PFFB shall pay, when due, all claims for labor or materials furnished to or for the PFFB at or for use in the Leased Premises, which claims are or may be secured by any mechanic's or materialmen's liens or any other lien against the Leased Premises or any interest therein after the commencement date of this Lease. Should any lien be filed against the Leased Premises, the PFFB shall be solely and exclusively responsible for the satisfaction and release of the same.

E. Except as specifically set forth in Section 9 herein, the PFFB may not encumber or assign the Leased Premises, or any interest therein, without the written permission of Landlord.

7. TAXES, UTILITY CHARGES, ETC.

A. The parties assume that PFFB will be exempt from property taxes, however if this changes for some reason in the future the PFFB agrees to pay the real property taxes and assessments on the Leased Premises and all personal property taxes on the PFFB's property for the any period that such taxes are assessed and this Lease is in effect, with taxes and assessments to be prorated to the first and last days of the term. In the event that any taxes or assessments levied or assessed against the Leased Premises become due and payable during the term of this Lease and may be legally paid in installments, the PFFB may pay such tax or assessments in installments and shall be liable only for those installments prorated to the first and last days of the term. The PFFB shall have the right to contest the amount or validity of all or any part of the taxes and assessments

which the PFFB is required to pay pursuant to this Lease. Any refund of any taxes or assessments the PFFB has paid pursuant to this Lease shall belong to the PFFB, and the City agrees to pay the same to the PFFB promptly in the event a refund payment thereof is initially made to the City.

B. The PFFB agrees to pay all charges for electricity, gas, water, sewer, garbage, telephone and any other utility services used by the PFFB on the Leased Premises during the term of this Lease, subject to any obligation of the City as may be set forth in a separate scheduling and use agreement.

C. Except as otherwise specifically provided for in this Lease, the PFFB shall, at its sole cost and expense, keep and maintain the Leased Premises, including appurtenant sidewalks and landscaping, in good order and condition and repair, reasonable wear and tear and casualty damage excepted, and shall suffer no waste with respect thereto. The City has no responsibility to maintain or pay for any part of the maintenance of the Leased Premises.

8. INDEMNIFICATION.

A. The PFFB, during the term of this Lease, agrees to indemnify, defend, and hold harmless the City from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), causes of action, suits, proceedings or judgments, for injury to or death of any person or damage to or destruction of any property on the Leased Premises caused by the PFFB, its agents, contractors or employees.

B. The City, during the term of this Lease, agrees to indemnify, defend, and hold harmless the PFFB from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), causes of action, suits, proceedings, or judgments, for injury to or death of any person or damage to or destruction of any property caused solely by City or City's agents negligent acts.

9. ASSIGNMENT AND SUBLETTING.

A. The PFFB may not assign or sublease all or a portion of this Lease or the Leased Premises for an extended period (defined as in excess of 30 days) without the prior written approval of the City. This provision shall not prevent the PFFB from allowing third parties to use the Leased Premises for meetings, events or programs as authorized by the PFFB and for short periods of time (defined as 30 days or less). The PFFB shall not, without written approval by the City, enter into any sub-leases with any person or entity to operate a for-profit business from the Leased Premises.

10. DEFAULT.

A. Either party shall be deemed to be in default of this Lease only upon the expiration of ninety (90) days, from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease unless that party, prior to the expiration of said ninety (90) days, has rectified the particulars specified in the notice.

However, such party shall not be in default if such failure cannot be rectified within said ninety (90) day period and such party is using good faith and commercially reasonable efforts to rectify the particulars.

B. The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

E. In addition to the remedies set forth in this Lease, the City and the PFFB shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon or reserved to the City or the PFFB shall exclude any other remedy herein or by law provided, but each shall be cumulative.

11. COMPLIANCE WITH LAWS.

A. The PFFB agrees not to violate any law, ordinance, rule, or regulation of any governmental authority having jurisdiction of the Leased Premises. The PFFB may contest the validity of any such law, ordinance, rule, or regulation but shall indemnify, defend, and hold the City harmless against the consequences of any violation thereof by the PFFB.

12. NOTICES.

A. Any notice provided for herein or desired hereunder shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Leased Premises is located. All notices to the City or the PFFB shall be sent to the person and address set forth below:

City: City of Post Falls
C/O City Clerk
408 N. Spokane, St.
Post Falls, ID 83854

PFFB: Post Falls Food Bank, Inc.
Attention: Executive Director
415 E. 3rd Avenue
Post Falls, ID 83854

The address to which notices are to be given may be changed at any time by either party by written notice to the other party. All notices given pursuant to this Lease shall be deemed given upon receipt.

B. For the purpose of this Lease, the term “receipt” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address outlined above and as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

C. The parties agree that a copy of all notices given hereunder shall also be given to such other persons and addresses as the City or the PFFB may designate in writing to the other party.

13. ATTORNEYS’ FEES.

A. If either party to this Lease initiates or defends any legal action or proceeding with the other party in any way connected with this Lease, the prevailing party in such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party its reasonable costs and attorneys’ fees (including its reasonable costs and attorney’s fees on any appeal). If either party to this Lease initiates or defends litigation with a third party because of the violation of any term, covenant, condition or provision of this Lease or obligation of the other party to this Lease, then the party so litigating shall be entitled to reasonable attorneys’ fees and costs (including its reasonable costs and attorney’s fees on any appeal) incurred in connection with such litigation from the other party to this Lease.

14. MEMORANDUM OF LEASE.

A. The parties may elect to not record this Lease and record a Memorandum of Lease instead. In that event, a Memorandum of Lease shall be executed and acknowledged by the parties and recorded in the County where the Leased Premises are located.

15. SECTION HEADINGS.

A. The headings of this Lease are inserted only for reference and do not affect the terms and provisions hereof.

16. INSURANCE.

A. **Tenant’s Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage. This policy shall insure Tenant’s activities and those of Tenant’s employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage, or liability for personal injury or bodily injury (including death)

or loss or damage to property with a liability limit of not less than Five Hundred Thousand Dollars (\$500,000). Such policy shall name Landlord as an additional insured.

B. **Tenant's Property Insurance.** During the Lease term, Tenant shall carry fire and extended coverage insurance policy on the Leased Premises for full replacement value of the Facilities. Such policy shall name the City as an additional insured. In addition, and without limiting the foregoing, during the lease term Tenant shall maintain loss coverage property insurance for all of Tenant's personal property, fixtures, and equipment as necessary and in amounts and coverage to be determined by Tenant.

17. DAMAGE AND REPAIR.

If the Leased Premises are damaged or destroyed (whether such damage renders the Leased Premises tenantable or not), then Tenant must use any applicable insurance proceeds to restore the Leased Premises. The parties hereby agree to cooperate and work together for the purposes of such restoration. Tenant shall direct such restoration and will manage the same in a timely and workmanlike manner. Tenant shall pay any costs for such restoration that exceeds any applicable insurance proceeds.

18. GENERAL PROVISIONS.

A. If any term, covenant, condition or agreement of this Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Lease shall be valid and shall be enforced to the extent permitted by law.

B. This Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Lease shall be construed as a whole and not strictly for or against any party.

C. In construing the provisions of this Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

F. The provisions of this Lease are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

G. This Lease shall be construed under and governed by the laws of the state of Idaho.

H. Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly

authorized, and that upon such signing and delivery, this Lease shall be binding upon and enforceable against the party on signing. Provided that, however, this Lease must be approved by a majority of the Governing Council or Board for both the City and PFFB in order to be binding and effective.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURES: By their signatures below, all parties to this Lease signify their acceptance of all obligations, rights, and duties specified within; provided that, however, the Lease must be approved by a majority of the Board of Trustees of the City in order to be binding and effective.

City of Post Falls

Post Falls Food Bank, Inc.

Ronald G. Jacobson Mayor

By: Leslie Orth

Date _____

Its: Executive Director

Attest:


Date _____


Shannon Howard, City Clerk


Date _____


PARCEL LEGAL:
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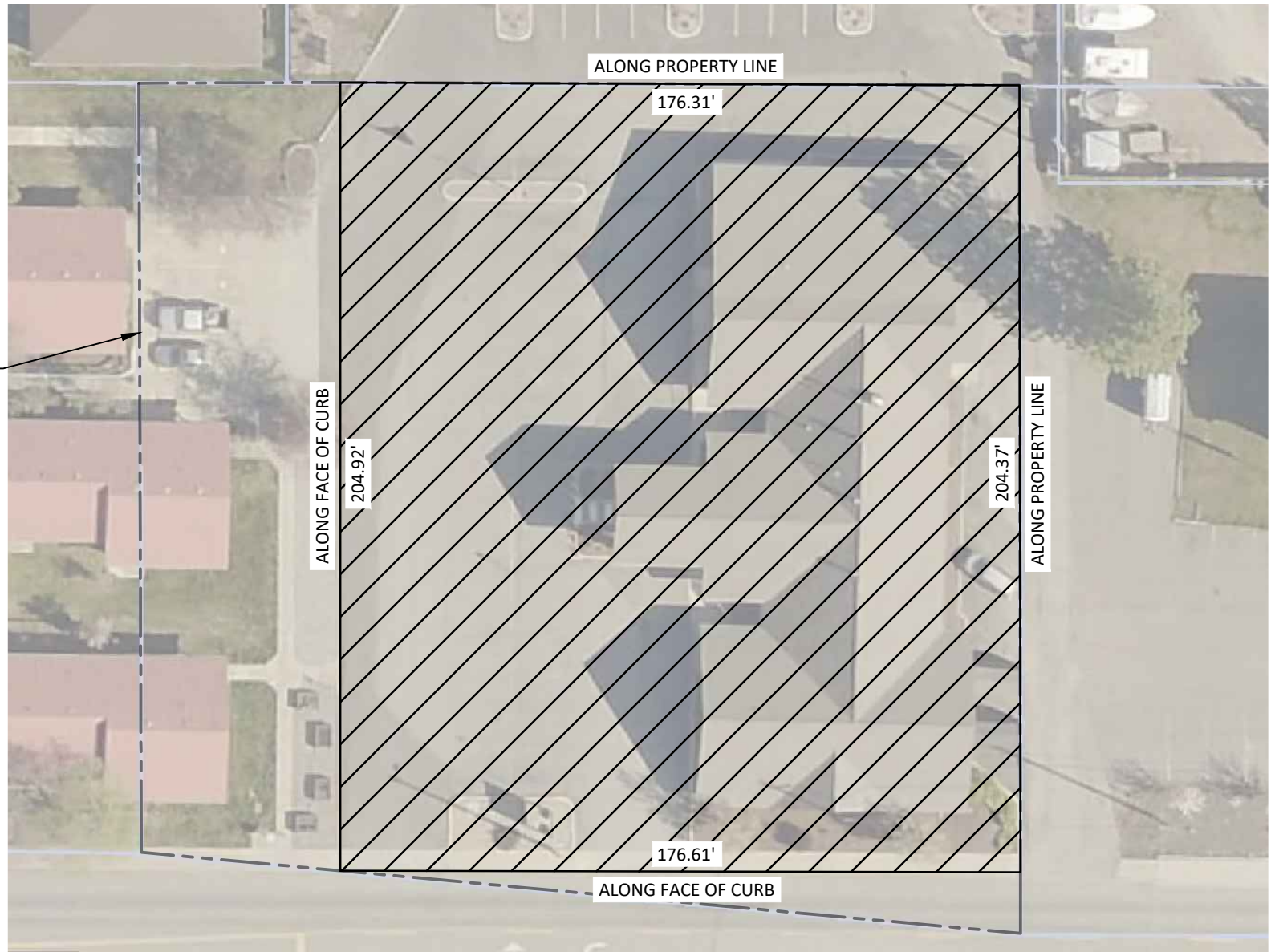
LEGEND

 LEASE AREA

 CITY OF POST FALLS PARCEL BOUNDARY

0 40

SCALE 1" = 40'-0"





CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:20 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: NICHOLSON COMMERCIAL CENTER 1ST ADDITION 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 1st Addition 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

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:20 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: FOXTAIL 7TH ADDITION 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 Foxtail 7th Addition 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

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:21 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Post Falls Corporate Park Sewer Improvements Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Post Falls Corporate Park Sewer Improvements 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

**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 **BRC TPP JV Ind Pointe, LLC** (hereinafter the "Developer"), enter into this Agreement effective the _____ day of _____ 20____, respecting the development of **Post Falls Corporate Park – Sewer Improvements** 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

BRC TPP JV Ind Pointe LLC
Kip Wadsworth – Managing Member
166 E. 14000 S.
Draper, UT 84020
(801) 748-4088

CITY

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____

BY: _____

ATTEST:

WITNESS:

City Clerk

Print Name: _____

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

**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

Post Falls Corporate Park – Sewer Improvements

Developer to submit legal property description and reduced site plan.

ATTACHMENT "A"

PARCEL 1:

AN ENTIRE TRACT OF LAND BEING PART OF LOTS 2, 3 AND 5, BLOCK 2, THE POINTE AT POST FALLS THIRD ADDITION RECORDED DECEMBER 26, 2018 AS ENTRY NO. 2675392000 IN BOOK L, AT PAGE 294 IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 2 ALSO BEING 1261.68 FEET SOUTH 0°50'27" WEST ALONG THE WEST LINE OF SAID SECTION 6 AND 120.84 FEET SOUTH 89°13'08" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 89°13'08" EAST 454.00 FEET ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 2; THENCE SOUTH 00°46'52" WEST 1,126.21 FEET TO A POINT OF NON-TANGENCY WITH A 580.00 FEET RADIUS CURVE TO THE LEFT, CONCAVE SOUTH (RADIUS POINT BEARS SOUTH 17°08'32" WEST) SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 5, BLOCK 2; THENCE WESTERLY 132.72 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°06'40" (CHORD BEARS NORTH 79°24'48" WEST 132.43 FEET); THENCE NORTH 00°46'52" EAST 251.49 FEET; THENCE NORTH 89°13'08" WEST 253.98 FEET; THENCE NORTH 00°46'52" EAST 31.11 FEET; THENCE NORTH 89°13'08" WEST 69.52 FEET TO A POINT ON THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 00°46'52" EAST 821.06 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 2:

AN ENTIRE TRACT OF LAND BEING PART LOTS 2, 3 AND 5, BLOCK 2, THE POINTE AT POST FALLS THIRD ADDITION RECORDED DECEMBER 26, 2018 AS ENTRY NO. 2675392000 IN BOOK L, AT PAGE 294 IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING ON THE NORTH LINE OF SAID LOT 2, BLOCK 2, 454.00 FEET SOUTH 89°13'08" EAST FROM THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 2, ALSO BEING 1261.68 FEET SOUTH 0°50'27" WEST ALONG THE WEST LINE OF SAID SECTION 6 AND 574.84 FEET SOUTH 89°13'08" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 89°13'08" EAST 484.03 FEET ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 2 TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 2; THENCE THE FOLLOWING NINE (9) COURSES ALONG THE SUBDIVISION (1) SOUTH 00°50'27" WEST 688.19 FEET; (2) NORTH 89°02'28" WEST 75.01 FEET; (3) SOUTH 00°50'27" WEST 75.00 FEET; (4) SOUTH 89°02'28" EAST 75.00 FEET; (5) SOUTH 00°50'27" WEST 416.72 FEET; (6) SOUTH 75°46'08" WEST 163.34 FEET; (7) SOUTH 65°46'21" WEST 58.06 FEET; (8) NORTH 88°06'03" WEST 54.48 FEET TO A POINT OF NON-TANGENCY WITH A 580.00 FEET RADIUS CURVE TO THE LEFT, CONCAVE SOUTHWEST (RADIUS POINT BEARS SOUTH 41°53'12" WEST); (9) NORTHWESTERLY 250.49 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°44'40"; (CHORD BEARS NORTH 60°29'08" WEST 248.54 FEET); THENCE NORTH 00°46'52" EAST 1,126.21 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

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

BRC TPP JV Ind Pointe, LLC

FOR

Post Falls Corporate Park – Sewer Improvements

- 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

Post Falls Corporate Park – Sewer Improvements

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:
\$ 62,849.70
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 0**
3. Other improvements for which bonding are required: **\$ 0**
4. Street trees within public right-of-way: **\$ 0**
5. Total cost of improvements: **\$ 62,849.70**
6. Warranty amount: **\$ 6,284.97**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Post Falls Corporate Park – Sewer Improvements

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.

NORTHWEST GRADING



Grading • Infrastructure • Water & Sewer Facilities

NORTHWEST GRADING, INC.
7451 North Corn Maze Way, Hauser, ID 83854
PO Box 3591, Post Falls, ID 83877
208-755-3401 office 208-304-3171 cell
Andrew.reed@northwestgrading.com

ID: Public Works Contractor #001368-UNLIMITED-1-2-3
Bureau Occupational Licenses #RCE-43241
MT: Contractor #163828
WA: Contractor #CCNORTHGI851RH CC01-General
ND: Contractor #51284 Class A / Plumbing Board #50329-12910

Date: April 25th, 2022

Project: Post Falls Corporate Park

Subject: Sewer Breakdown

Northwest Grading Inc will begin the sewer re-route at the existing manhole on the outside of the east property line. Northwest Grading will perform a core on the existing Manhole and begin laying pipe towards the southwest. Northwest Grading Inc will Doghouse the south Manhole over the existing sewer main. Northwest Grading will test the new sewer line prior to diverting the flow to the new line. Once inspection of the new line has been completed the flow will be diverted and the old sewer line and manholes will be abandoned.

Below is a breakdown of the cost of the new SSMH and the new 15" sewer main.

Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
15" Sewer Pipe	588	LF	\$85.54	\$50,297.52
SSMH	2	EACH	\$2,276.09	\$4,552.18
Demo Old Sewer	1	LS	\$8,000.00	\$8,000.00

Andrew Reed
Project Manager
Northwest Grading Inc

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

BRC TPP JV Ind Pointe, 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.

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

BRC TPP JV Ind Pointe, LLC

FOR

Post Falls Corporate Park – Sewer Improvements

CONSTRUCTION DRAWINGS

Plans Titled: **Post Falls Corporate Park – Sewer Improvements**

Dated: **5/23/22**

By: **CIR Civil Engineering & Surveying**

Sheets 1 through **8**.

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

BRC TPP JV Ind Pointe, LLC

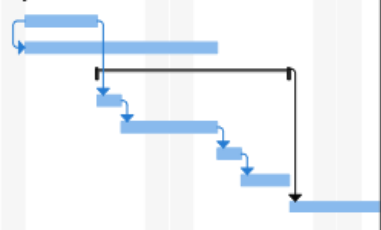
FOR

Post Falls Corporate Park – Sewer Improvements

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	Resource Names	Apr 24, '22	May 1, '22	May 8, '22	May 15, '22	May 22, '22
									S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1		Post Falls Corporate Park	65 days	Mon 5/9/22	Fri 8/5/22								
2		Mobilization	3 days	Mon 5/9/22	Wed 5/11/22		5,355						
3		BMPS	6 days	Mon 5/9/22	Mon 5/16/22	2,555							
4		Sewer Main	6 days	Thu 5/12/22	Thu 5/19/22		9						
5		Core and tie-in Existing manhole	1 day	Thu 5/12/22	Thu 5/12/22	2	6						
6		15" Sewer line and Structure 4	2 days	Fri 5/13/22	Mon 5/16/22	5	7						
7		Doghouse Structure-5	1 day	Tue 5/17/22	Tue 5/17/22	6	8						
8		Sewer Services	2 days	Wed 5/18/22	Thu 5/19/22	7							
9		Excavation (Blending Soil)	40 days	Fri 5/20/22	Thu 7/14/22	4	10FS-14 days						
10		Precast Wall	30 days	Mon 6/27/22	Fri 8/5/22	9FS-14 days							



Project: Corporate Park Schedu
Date: Mon 4/25/22

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

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

BRC TPP JV Ind Pointe, LLC

FOR

Post Falls Corporate Park – Sewer Improvements

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	\$ -		\$ -
Residential ROW	\$ 150.00	LS	\$ -		\$ -
Utility Trench	1-200'	\$ 250.00 LS	\$ -		\$ -
	201-400'	\$ 350.00 LS	\$ -		\$ -
	401-600'	\$ 400.00 LS	\$ -		\$ -
	601-800'	\$ 450.00 LS	\$ -	1	\$ 450.00
	Over 800	\$ 0.85 per ft	\$ -		\$ -
C&G	\$ 0.60	per ft	\$ 150.00		\$ -
Sidewalk & Approaches	\$ 0.60	per ft	\$ 150.00		\$ -
Swales	\$ 0.20	per ft^2	\$ 150.00		\$ -
Drywells	\$ 60.00	Each	\$ -		\$ -
Pavement	\$ 0.50	per yd ^2	\$ 150.00		\$ -
Water Pressure Test	\$ 120.00	per Test	\$ -		\$ -
Sewer Pressure Test	\$ 120.00	per Test	\$ -	3	\$ 360.00
Street Tree Inspection	\$ 40.00	per Tree	\$ -		\$ -
Total					\$ 810.00

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

BRC TPP JV Ind Pointe, LLC

FOR

Post Falls Corporate Park – Sewer Improvements

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Trevor Hodgson, P.E.**
ENGINEERING FIRM: **CIR Engineering & Surveying**
ADDRESS: **10718 South Beckstead Lane #102**
CITY: **South Jordan** STATE: **Utah** ZIP: **84095**
PHONE NO.: **(801) 949-6296**
E-MAIL ADDRESS: **trevor@cirengineering.com**

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

BRC TPP JV Ind Pointe, LLC

FOR

Post Falls Corporate Park – Sewer Improvements

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

BRC TPP JV Ind Pointe, 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: N/A

Street light type:

() lights X 12 months X \$ per month = \$ N/A

Street light type: _____

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

TOTAL = \$ N/A

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

BRC TPP JV Ind Pointe, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	\$ _____	N/A
Capitalization Fee Based Upon Service Line Size	\$ _____	N/A
Total Irrigation Connection Fee	\$ _____	N/A

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

BRC TPP JV Ind Pointe, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/7/2022**

DATE: 6/1/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amy Rainville
SUBJECT: Fixed Asset Disposals

ITEM AND RECOMMENDED ACTION:

Staff recommends disposal of the following assets:

- 1990 International Bus (VIN 1HVBAZRL0LH244240)
This 1990 bus was used by the Parks Recreation division. A replacement for this bus was obtained in 2021 through a partnership with the Post Falls School District. The replacement bus is a 2005 International and is in much better condition than the 1990 International. Also, the 1990 bus required new tires (\$3,500+), so staff pursued a replacement. The 2005 bus was purchased at a cost of \$2,500 from the School District. (Recreation)
- 2015 Ford F250 (vin 1FTBF2A69FEC55862)
This 2015 F250 has engine damage and the repair costs to remedy the issue would be prohibitive. A replacement for this truck was approved for the FY22 budget and the new replacement truck has recently been put into service. (Streets)
- 2007 Chevrolet Colorado S10 (VIN 1GCCS199178151200)
This 2007 truck has reached its useful life and was replaced in FY22 (Recreation)
- 2001 Tymco Sweeper (1FVAB3BVX1HH57748)
This sweeper was kept in the fleet as a parts donor for the 2000 Tymco sweeper. It is not operable and now is taking up space in the yard. (Streets)
- 2000 Tymco Sweeper (FV67FAAOYHF84520)
This sweeper was replaced in FY21. There are a number of repairs needed and it was determined that replacement was the correct action at that time. It is now taking up space in the yard. (Streets)

DISCUSSION:

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

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE: 001-434.0000.90010

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 05/23/20 OF DISPOSAL

CATEGORY OF ASSET:

- LAND, BUILDING, MACHINERY & EQUIPMENT, VEHICLE (Enter Mileage) 47127, OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT, OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

1990 International Bus
Beyond Useful Life and needs new tires that would cost more than the bus.

TAG# SERIAL # 1HVBAZRL0LH244240 MODEL#

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE, DESTROYED / DISPOSED, SOLD AT AUCTION, SOLD, TRADED IN, OTHER: LOST, STOLEN

LOST Please attach police report
STOLEN Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Streets DEPT.# 431 DATE: 05/23/22
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 41851
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

2015 Ford F250

Vehicle has a bad engine

TAG# _____ SERIAL # 1FTBF2A69FEC55862 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
- DESTROYED / DISPOSED
- SOLD AT AUCTION SELLING PRICE _____
- SOLD SELLING PRICE _____
- TRADED IN CASH VALUE/TRADE IN _____

OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES <input checked="" type="checkbox"/>	NO _____
USEFUL LIFE OF ASSET INCREASED	YES _____	NO <input checked="" type="checkbox"/>

ESTIMATED REMAINING USEFUL LIFE _____

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Recreation DEPT.# 443 DATE: 05/23/22 OF DISPOSAL

CATEGORY OF ASSET:

- LAND, BUILDING, MACHINERY & EQUIPMENT, VEHICLE (Enter Mileage) 126500, OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT, OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

2007 Chevrolet Colorado S10

TAG# SERIAL # 1GCCS199178151200 MODEL#

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE, DESTROYED / DISPOSED, SOLD AT AUCTION, SOLD, TRADED IN, SELLING PRICE, CASH VALUE/TRADE IN

OTHER:

LOST Please attach police report

STOLEN Please attach police report

REPLACED YES NO USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Streets DEPT.# 431 DATE: 05/23/22
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 665,970
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

2001 Tymco Sweeper

TAG# _____ SERIAL # 1FVAB3BVX1HH57748 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
- DESTROYED / DISPOSED
- SOLD AT AUCTION SELLING PRICE _____
- SOLD SELLING PRICE _____
- TRADED IN CASH VALUE/TRADE IN _____
- OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
USEFUL LIFE OF ASSET INCREASED	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>

ESTIMATED REMAINING USEFUL LIFE _____

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Streets DEPT.# 431 DATE: 05/23/22
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 85497
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

2000 Tymco Sweeper

Vehicle is unable to repair due to age

TAG# _____ SERIAL # FV67FAA0YHF84520 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
- DESTROYED / DISPOSED
- SOLD AT AUCTION SELLING PRICE _____
- SOLD SELLING PRICE _____
- TRADED IN CASH VALUE/TRADE IN _____
- OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
USEFUL LIFE OF ASSET INCREASED	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>

ESTIMATED REMAINING USEFUL LIFE _____

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/7/2022

DATE: 6/1/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amy Rainville
SUBJECT: Fixed Assest Disposal

ITEM AND RECOMMENDED ACTION:

Staff recommends the disposal of the following city assets:

- 2007 John Deere 990 4WD PS CST Tractor with SCV (Serial LV0990G791268)
- 2004 Howard 50" Tiller (Serial HR3-50)
- Brillion SSB12 Seeder
- 2001 Rankin Box Scraper attachment
- 2003 Micro Mower 137XL (Serial 032404)
- Ford 138 rotary motor/post hole digger

DISCUSSION:

Public works staff has worked closely with the Parks Maintenance division to find the best value for trade-ins as well as the right replacement tractor for their needs. We believe that we have succeeded in finding a winning solution.

If approved, these assets would be traded-in on a replacement tractor (including attachments) for the Parks Department. The cost of the replacement tractor is below the required amount needing Council approval (see attached documents). The new tractor replaces the underpowered/tired 2007 JD tractor. Funding for the replacement was approved in the FY22 budget.

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

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

001-434.0000.90010

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 05/23/22
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 1433 Hours
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

2007 John Deere 990 4WD PS CST with SCV Tractor

TAG# 3977 SERIAL # LV0990G791268 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE _____
 SELLING PRICE _____
 CASH VALUE/TRADE IN 9000.00

OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 05/23/22
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

2004 Howard 50" Tiller

TAG# _____ SERIAL # HR3-50 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
 - DESTROYED / DISPOSED
 - SOLD AT AUCTION
 - SOLD
 - TRADED IN
- SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN 500.00

OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 05/23/22 OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

Brillion SSB12 Seeder

TAG# 4066 SERIAL # 171711 MODEL#

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
DESTROYED / DISPOSED
SOLD AT AUCTION
SOLD
TRADED IN
SELLING PRICE
CASH VALUE/TRADE IN 7000.00

OTHER:

- LOST Please attach police report
STOLEN Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 05/23/20 OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

2001 Rankin Box Scraper

TAG# 3852 SERIAL # MODEL#

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
DESTROYED / DISPOSED
SOLD AT AUCTION
SOLD
TRADED IN
SELLING PRICE
CASH VALUE/TRADE IN 800.00

OTHER:

- LOST Please attach police report
STOLEN Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 05/23/22 OF DISPOSAL

CATEGORY OF ASSET:

- LAND, BUILDING, MACHINERY & EQUIPMENT, VEHICLE (Enter Mileage), OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT, OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

2003 Micro Mower 137XL

TAG# 10469 SERIAL # 032404 MODEL#

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE, DESTROYED / DISPOSED, SOLD AT AUCTION, SOLD, TRADED IN, SELLING PRICE, CASH VALUE/TRADE IN 1500.00

OTHER:

- LOST Please attach police report, STOLEN Please attach police report

REPLACED YES NO USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: 05/23/22 OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

Ford 138 PTO Rotary Motor and a Ford Post Hole Digger

TAG# SERIAL # MODEL#

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
DESTROYED / DISPOSED
SOLD AT AUCTION
SOLD
TRADED IN
SELLING PRICE
CASH VALUE/TRADE IN 600.00

OTHER:

- LOST Please attach police report
STOLEN Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

1112 W. APPLEWAY
COEUR D'ALENE, ID 83814
CDATractor.com



(208) 765-2315
(800) 876-4369
info@cdatractor.com

Invoice #	CDA-0
Date	4/13/2022
Time	10:13 AM

PO #:	
Document #:	CDA-33115
Due Date:	5/25/2022

Salesman:	MATTHEW ADAMS
Ship Via:	
Terms:	25th of Month

CITY OF POST FALLS (18600-CDA)		
408 N SPOKANE STREET		
ATTN: ACCOUNTS PAYABLE		
POST FALLS	ID	83854
Contact:	TUCKER, HEATHER (208) 773-8147	

Wholegood Sales Order

Reprint

Ship To:	

SOURCEWELL QUOTE #2334702

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
WHOLEGOOD ESTIMATE									
KUBOTA M7060HD12 ROPS TRACTOR INCLUDES \$1500 CIR REBATE	1.00	\$37,780.26	\$37,780.26		\$37,780.26		\$37,780.26		
WHOLEGOOD ESTIMATE									
KUBOTA LA1154A LOADER	1.00	\$3,795.00	\$3,795.00		\$3,795.00		\$3,795.00		
WHOLEGOOD ESTIMATE									
KUBOTA AMR8536 R3 TURF TIRES (FRONT & REAR)	1.00	\$400.00	\$400.00		\$400.00		\$400.00		
WHOLEGOOD ESTIMATE									
KUBOTA M7995 STANDARD VALVE KIT	1.00	\$1,050.00	\$1,050.00		\$1,050.00		\$1,050.00		
WHOLEGOOD ESTIMATE									
KUBOTA M1811 72" 2-LEVER QA BUCKET	1.00	\$695.00	\$695.00		\$695.00		\$695.00		
(132903) (Trade-In) JOHN DEERE 990 JOHN DEERE TRACTOR (SN: 791268)	1.00	(\$9,000.00)	(\$9,000.00)		(\$9,000.00)		(\$9,000.00)		
(132904) (Trade-In) HOWARD HOWARD TILLER (SN: #HR3- 50)	1.00	(\$500.00)	(\$500.00)		(\$500.00)		(\$500.00)		
(132905) (Trade-In) BRILLION SSB12 BRILLION SEEDER (SN: 171711)	1.00	(\$7,000.00)	(\$7,000.00)		(\$7,000.00)		(\$7,000.00)		
(132906) (Trade-In) FORD 138 FORD PTO ROTARY MOWER (SN:)	1.00	(\$100.00)	(\$100.00)		(\$100.00)		(\$100.00)		

Printed:4/19/2022 11:30 AM

Page 1 of 2 Pages

Reset
3977 ✓
Dues
2022 ✓
PS-24
10/10/16 ✓

1112 W. APPLEWAY
COEUR D'ALENE, ID 83814
CDATractor.com



(208) 765-2315
(800) 876-4369
info@cdatractor.com

Invoice #	CDA-0
Date	4/13/2022
Time	10:13 AM

PO #:	
Document #:	CDA-33115
Due Date:	5/25/2022

Salesman:	MATTHEW ADAMS
Ship Via:	
Terms:	25th of Month

CITY OF POST FALLS (18600-CDA)		
408 N SPOKANE STREET		
ATTN: ACCOUNTS PAYABLE		
POST FALLS	ID	83854
Contact:	TUCKER, HEATHER (208) 773-8147	

Wholegood Sales Order
Reprint

Ship To:	

SOURCEWELL QUOTE #2334702

Item Number	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(132908)									
(Trade-In) RANKIN RANKIN BOX SCRAPER (SN:)	1.00	(\$800.00)	(\$800.00)		(\$800.00)		(\$800.00)		
(132909)									
(Trade-In) FORD FORD POST HOLE DIGGER (SN:)	1.00	(\$500.00)	(\$500.00)		(\$500.00)		(\$500.00)		
(132985)									
(Trade-In) MICRO-MOWER 138XL BOOM FLAIL MOWER (SN: 032404)	1.00	(\$1,500.00)	(\$1,500.00)		(\$1,500.00)		(\$1,500.00)		
WHOLEGOOD ESTIMATE									
LANDPRIDE BB3584 BOX SCRAPER	1.00	\$2,550.00	\$2,550.00		\$2,550.00		\$2,550.00		

Handwritten notes: ASK 385, ASK 10465

Cash	Check/Check#	CC/CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Disclaimer of Warranties
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sales of said products. Any limitation contained herein does not apply where prohibited by law.
UPON BREACH OR FAILURE TO PAY THIS ACCOUNT WHEN DUE THE SELLER MAY DECLARE THIS ACCOUNT TO BE DELINQUENT AND PURCHASER SHALL BE LIABLE FOR ALL COSTS OF COLLECTION INCLUDING A REASONABLE ATTORNEY'S FEE.

Summary of Charges	
\$0.00	Taxable
\$26,870.26	Non-Taxable
\$26,870.26	Subtotal
\$0.00	Sales Tax
\$26,870.26	Total
\$0.00	Amount Tendered
\$0.00	Change Due

Customer Signature	Date
--------------------	------

Exempt Tax Cert #:	X-17084-E-930
Expiration Date:	

Printed:4/19/2022 11:30 AM



408 N Spokane Street
 Post Falls, ID 83854
 PH: (208) 777-4504

PURCHASE ORDER

PO Number: PO05246

Date: 04/20/2022

Requisition #: REQ05911

Vendor #: C130

ISSUED TO: Coeur d'Alene Tractor
 PO Box 638
 Coeur d'Alene, ID 83814

SHIP TO: City of Post Falls
 Attn:Street & Fleet Divisions
 800 N Public Works Way
 Post Falls, ID 83854

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1	Kubota M7060HD12 ROPS Tractor	001-434.0000.90010		26,870.26	26,870.26

Authorized by:

Victoria Howell

SUBTOTAL:	26,870.26
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	26,870.26

- Original invoice with remittance slip must be sent to: City of Post Falls, 408 N Spokane Street, Post Falls, ID 83854.
- Payment may be expected within 30 days of receipt of goods and invoice.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The City is exempt from all federal excise and state tax - ID# 82-6000245

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:19 PM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, Deputy City Attorney

SUBJECT: Public Safety Impact Fees for Kootenai County Fire and Rescue and Kootenai County Emergency Medical Services System

ITEM AND RECOMMENDED ACTION:

Kootenai County Fire and Rescue and Kootenai County Emergency Medical Services System has requested that the city collect impact fees for the district.

DISCUSSION:

Calculated impact fees for the Kootenai County Emergency Medical Services System is at \$132 per residential unit and \$0.07 per nonresidential square foot.

Calculated impact fees for the Kootenai County Fire & Rescue District at \$1,207 per residential unit and \$0.60 per nonresidential square foot.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:14 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington, Deputy City Attorney
SUBJECT: Council and Commission Meeting Recess Procedures

ITEM AND RECOMMENDED ACTION:

Staff is presenting an updated resolution to address recess procedures of the City Council and Commission Meetings. Staff recommends adoption of the resolution.

DISCUSSION:

The proposed resolution is in response to recent case law changes in public meetings law requiring the need for changes to our section on Audience Behavior.

The furtherance of the government's purpose of conducting orderly, efficient, and productive meetings has been deemed a satisfactory governmental interest to justify curtailing certain free speech. The First Amendment does not forbid a viewpoint-neutral exclusion of speakers who would disrupt a nonpublic forum and hinder its effectiveness for its intended purpose.

When the restrictions become viewpoint-based and/or are applied in a heavy handed or ham-fisted manner, courts tend to look unfavorably on the policy itself. Must apply the term "disruptive" to conduct rather than ideas, if applied to ideas then viewpoint discrimination will be found to have occurred.

As such, the policy has been updated to cover Disruptive Audience behavior to address profane, disrespectful, or threatening language and address when disruptive conduct raises to a level that hinders the effectiveness of the sitting body's purpose of conducting an orderly, efficient, and productive meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed and is an update to the recess procedures adopted by City Council on 12/7/21.

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

RESOLUTION NO. 22-[Category]

CITY OF POST FALLS MEETING RECESS PROCEDURES

WHEREAS, during the course of a public meeting situations may arise requiring a call to recess; and

WHEREAS, the City Council find it beneficial to provide procedures to better facilitate and guide what actions give rise to the need for calling a recess.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that Exhibit A entitled “City of Post Falls Council and Commission Meeting Recess Procedures”, attached hereto is hereby incorporated into this Resolution, as if set forth fully, and made a part hereof, is hereby adopted to be applied in matters necessitating the recess of public meetings.

This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law until superseded by a resolution addressing the same subject matter.

PASSED by the City Council on the ____ day of June, 2022, and

APPROVED by the City Council on this _____ day of June 2022.

CITY OF POST FALLS

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

Exhibit A (Resolution 22-___)
City of Post Falls Council and Commission Meeting Recess Procedures

The Presiding Chairperson (Mayor or Commission Chair) may need to call a recess during a Public meeting. The following are some possible situations and the resulting actions for a recess.

Excessive Time or Technical Issues

The Mayor/Chairperson may call a brief recess during a long meeting or to address technical difficulties. In this instance the media department may pause both the live feed and the recording.

Medical Emergency

If a medical emergency occurs during the meeting, a recess may be called. In this instance, the Mayor/Chairperson will pause the meeting while the police department representative contacts 911. The media department staff will pause the live feed but continue to record the council chambers and sitting body.

Request from Administrative Staff Members

The Mayor/Chairperson may call for a brief recess when requested by the administrative staff or attorney present at the meeting in order to allow time to consult with staff before resuming the meeting. The media department staff will pause the live and the recording.

Disruptive Audience Behavior

If an attendee at a meeting, including the speaker uses profane, disrespectful, or threatening language or gestures the Mayor/Chairperson should ask the speaker to stop speaking disrespectfully. Critical comments are allowed so long as they are not done in a disruptive manner.

If an attendee at a meeting, including the speaker, becomes disruptive, hostile, and/or aggressive to a point where their *disruptive conduct* hinders the effectiveness for the sitting body's purpose of conducting orderly, efficient, and productive meeting, a recess may be called.

If the sitting body encounters a citizen who has reached the point that they are disrupting the meeting and they need to be removed to restore order, the Mayor/Chairperson will generally warn the citizen that the meeting will be paused if they continue with their behavior. The Mayor/Chairperson should generally try to repeat the warning twice, but this may not be possible in situations where the attendee's behavior creates a need to recess sooner.

If the attendee continues with disruptive conduct, the Mayor/Chairperson will place the meeting in recess. At this point, the media department staff will pause the live feed to the public but continue to record the council chambers. The sitting body, Clerk, City Attorney, and City Administrator will then adjourn to the council chambers ante room.

The police department representative will notify Communications that additional officers are needed at City Hall. The attendee will be contacted by the police department representative and advised that the meeting will not continue until they leave the council chambers and city property. If the citizen refuses to leave, they will be escorted from the council chambers. Depending on the behavior of the attendee the police department may inquire as to whether the Mayor/Chairperson will allow the attendee to remain if they calm down and agree to stop disrupting the meeting.

Once the citizen either agrees to stop disrupting the meeting, leaves on their own, or is escorted out, the Mayor/Chairperson will be contacted and advised that the situation has been resolved and the meeting can resume at their discretion.

This procedure is created to ensure the safety of the sitting body by removing them from the Council Chambers while the police work to de-escalate the situation.

Unsafe Conditions

If the Mayor/Chairperson becomes aware that unsafe conditions may exist, the Mayor/Chairperson will place the meeting in recess. At this point, the media department staff will pause the live feed to the public but continue to record the council chambers. The sitting body, Clerk, City Attorney, City Administrator and any others in attendance will then relocate to a safer location, to be determined based on the nature of the conditions.

The appropriate staff or emergency responders will investigate the conditions.

Upon determining it is safe to do so, the Mayor/Chairperson will be contacted by the investigating staff or emergency responders and advised that the situation has been resolved and the meeting can resume at their discretion.

Discussions During Recess

During a recess, the sitting body will refrain from discussing business matters.

Assumed Adjournment

If the meeting cannot safely resume within one hour, it will be deemed to have been adjourned.

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:32 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington, Deputy City Attorney
SUBJECT: Land Use Hearing Procedures

ITEM AND RECOMMENDED ACTION:

The Land Use Hearing Procedures contains the process for conducting public hearing for land use matter. It governs notice, conduct, and rules for different types of public hearings. Recent changes in case law have necessitated an update to our hearing procedures Staff recommends adoption of the hearing procedures resolution.

DISCUSSION:

The most substantial change is to Content of Testimony and Conduct of the Witness. The changes are to insure that our policy furthers the purpose of conducting orderly, efficient, and productive meetings by limiting viewpoint-neutral exclusion of speakers who disrupt the nonpublic forum and hinder its effectiveness for its intended purpose.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The resolution is similar in form and substance to the last update to the procedures which was on September 21, 2021

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

RESOLUTION NO. 22-[Category]

LAND USE PUBLIC HEARING PROCEDURES

WHEREAS, Idaho Code §67-6534 requires that cities maintain a regular set of procedures for conduct of public hearings held by the City of Post Falls Planning and Zoning Commission and City Council in matters governed by the Local Land Use Planning Act; and

WHEREAS, from time to time it is beneficial to review and revise those hearing procedures to better facilitate input from the public and to promote a thorough and expeditious hearing; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that all prior land use public hearing procedures are hereby repealed.

BE IT FURTHER RESOLVED that Exhibit A entitled “City of Post Falls Public Hearing Procedures”, attached hereto is hereby incorporated into this Resolution, as if set forth fully, and made a part hereof, is hereby adopted to be applied in matters concerning land use related public hearings.

This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law until superseded by a resolution addressing the same subject matter.

PASSED by the City Council on the ____ day of June, 2022, and

APPROVED by the City Council on this _____ day of June 2022.

CITY OF POST FALLS

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

Exhibit A (Resolution 22-___) City of Post Fall Public Hearing Procedures

Public Notice.

- a. Notice Requirements. Notice of public hearings will be given as required by the Local Land Use Planning Act (Title 67, Chapter 65, Idaho Code) and by the City's adopted zoning and subdivision codes (Titles 17, 18, and 18A, Post Falls Municipal Code).
- b. Timing of Notice. Notice of upcoming public hearings should not be sent until the application and staff report are completed. The complete application and staff report should be posted to the City's website at the time notice is sent to provide interested parties access to relevant information about the hearing and to enable informed public testimony.

Conduct of the Hearing.

- a. Written Testimony and How to Submit. Any person may submit written testimony for consideration by the hearing body. Written testimony that is properly received by the city is entered into the record for the hearing and will be considered by the hearing body. Written testimony must be submitted in one of the following ways. Written testimony that is not submitted in one of these manners will not be included in the record for consideration:
 1. Via E-mail to phnotice@postfallsidaho.org,
 2. Via mail or hand delivery to City of Post Falls Planning Division, 408 N. Spokane Street, Post Falls, Idaho 83854, or
 3. Via the provided web form on the City's website:
<https://www.postfallsidaho.org/your-government/public-hearings/>
- b. Substance of Written Testimony. Written testimony should only address the relevant approval criteria for the type of hearing that is being conducted and must contain the name and address of the person submitting the testimony.
- c. Deadline for Submission of Written Testimony. Written testimony must be received no later than the close of business four (4) business days prior to the date of the public hearing to allow time for the written testimony to be distributed to members of the Planning Commission or City Council and to allow other interested parties time to prepare a response to the submitted written testimony. *For example: if the public hearing is scheduled for a Tuesday, written testimony must be received by the close of business on the prior Wednesday.*
- d. Clerical mistakes, oversight, and omissions. Following the deadline for submission of written testimony, interested parties should review the entire submitted record. If there are

any clerical mistakes, oversights, misstatements, or omissions in the record, such errors therein may be corrected upon timely notice to the Clerk of the Planning Commission or City Clerk. Any notice of clerical mistakes, oversights, misstatements, or omissions must be received no later than the close of business two (2) business days prior to the date of the public hearing.

- e. Exclusion of Written Testimony. Written testimony that is received after the submission deadline will be excluded from the record of the public hearing and will not be considered. The Planning Commission or City Council may, however, admit untimely written testimony into the record for consideration upon a finding of good cause for the delay in submitting the written testimony and a finding that admission of the written testimony will not prejudice another party to the hearing. The Planning Commission or City Council may allow prejudiced parties additional time to rebut the contents of any untimely written testimony accepted into the record or hold the record open for the receipt of rebuttal information from the prejudiced party. Written testimony that does not address the relevant approval criteria will not be considered.
- f. Brief Written Testimony. Brief written testimony may be submitted at the hearing on the space provided on the sign in sheet in lieu of providing oral testimony. Brief written testimony should only address the relevant approval criteria for the type of hearing that is being conducted and must contain the name and address of the person submitting the brief written testimony. The brief written testimony must be less than 200 words as it will be read into the record by the chair.
- g. Sign In Sheet. Each person, other than staff members or City consultants, must have signed their name and provided their contact address on a sign-up sheet provided by the City. Each person must indicate whether they are in support, neutral, or opposed to the proposal. Each person must also indicate whether they wish to provide oral testimony or brief written testimony on the provided form. Brief written testimony must be composed in the space provided on the provided form and will be read into the record by the chair.
- h. Content of Testimony and Conduct of the Witness. Each witness should provide their name and address (or city of residence) for the record and be recognized by the Planning Commission Chairperson or the Mayor prior to speaking. The witness should direct their testimony to the Planning Commission or City Council and not members of the audience. Because each hearing must be recorded, each witness must speak into the provided microphone. Testimony must directly address the relevant approval criteria for the type of hearing that is being conducted. Repetitious testimony should be avoided. Profane, disrespectful, derogatory, or discriminatory testimony is prohibited. The Planning Commission Chairperson or Mayor will warn the witness to stop speaking disrespectfully or concerning matters that are not relevant to the hearing. Critical comments are allowed so long as they are not done in a disruptive manner. If witness testimony continues to address matters that are unrelated to the purpose of the hearing or reaches a level where it is disruptive, hostile, and/or aggressive to a point where the disruptive conduct hinders

the ability of the sitting body to conduct an orderly, efficient, and productive meeting, the Planning Commission Chairperson or Mayor may declare that such testimony does not comply with these standards and deem it out of order and the witness may be required to stop testifying.

- i. Spokespersons. A spokesperson for a group of at least four (4) people will be allowed fifteen (15) minutes to testify on behalf of the group. To be recognized as a spokesperson, the spokesperson must contact the Clerk of the Planning Commission or City Clerk at least six (6) calendar days prior to the hearing and provide the names of all members of the group that they are representing. Each member of the group must be physically present at the hearing but will not be permitted to testify in addition to the testimony provided by the spokesperson.
- j. Decorum During the Hearing. Public hearings are serious events where important rights are discussed and evaluated, which can lead to high emotions. To protect the integrity of the process and the safety and comfort of all participants, cheering, booing, applause, speaking from the audience, heckling, carrying or waving signs, or other conduct attempting to distract, interrupt, or disrupt the hearing is prohibited. The Mayor or Chairperson of the Planning Commission is authorized to enforce these requirements and may require disruptive attendees to be removed from the hearing room.
- k. Procedural Rulings by the Mayor or Chairperson. The Mayor and the Planning Commission Chairperson are authorized to revise the default time frames contained in these rules of procedure, the order of proceedings, and make other procedural rulings provided that the due process right of all parties are protected. In the event of disagreement by City Council or Planning Commission members with procedural rulings by the Mayor or Chairperson, the Council or Commission may suspend or amend any one or more of these rules by majority vote of members in attendance provided that due process rights are preserved.
- l. Exhibits and Maintenance of Records of the Hearing. All exhibits, photographs, diagrams, maps, evidence, and other material presented during the public hearing must be marked or otherwise identified and entered into the record by the clerk of the hearing body. Original exhibits may be released to the presenting party if requested in writing provided the City, in its sole determination, finds that accurate reproductions, photocopies, or other reproductions of the original can be retained to ensure the future availability of a complete and accurate record of the hearing. The City Clerk is charged with maintaining a verbatim transcribable record of all hearing proceedings and original, or accurate duplicates, of all exhibits, written submittals, staff reports and applications in conformance with I.C.50-907. Additionally, the City Clerk is charged with ensuring that accurate minutes of the hearing is maintained as required by Idaho Code.

- m. Continuation in the Event of Long Hearings. The Planning Commission and City Council will not begin a new public hearing after 10:00 p.m. In this case, any scheduled hearings that have not been heard will be continued until the next scheduled public hearing when the hearing will be placed as the first hearing agenda item.

Additional Rules for Quasi-Judicial and Annexation Hearings.

- a. Time Limits and Order of Testimony. Testimony at quasi-judicial and annexation public hearings will be taken in the following order and each speaker will be allowed the following time to testify.
 - 1. Staff Presentation of the Staff Report – No Time Limit.
 - 2. Applicant’s Presentation – 15 Minutes total.
 - 3. Other Testimony in Support of the Proposal – 4 Minutes.
 - 4. Neutral Testimony – 4 Minutes.
 - 5. Testimony in Opposition to the Proposal – 4 Minutes.
 - 6. Rebuttal Testimony¹ by the Applicant – 8 Minutes.
- b. Grant of Additional Time. The Planning Commission Chairperson or the Mayor may allow witnesses additional time to testify if the allowance of additional time does not prejudice another party.
- c. Closure of Public Hearing. At the conclusion of public testimony, the Planning Commission Chairperson or Mayor will close the public hearing and deliberations by the hearing body will begin. Procedural and other questions seeking clarification may be directed to city staff during this period provided that the answer does not introduce new evidence into the record. If new evidence is introduced, the hearing must be reopened to allow the opportunity to rebut the new evidence. Any procedural rules requiring a motion prior to discussion are suspended for purposes of such deliberation.
- d. Decision by the City Council or Planning Commission. At the conclusion of any deliberation a member of the hearing body should make a motion to approve, conditionally approve, or deny the matter and direct staff to prepare the final written Reasoned Decision

¹ Rebuttal testimony is limited to rebutting testimony presented in opposition to the proposal. No new evidence in support of the proposal may be offered. If there is a significant amount of opposition testimony, additional time should be granted for rebuttal. If there is no testimony in opposition, there is no need for rebuttal.

or Recommendation. The motion should include sufficient detail concerning the basis for the decision to enable staff to prepare the reasoned decision or recommendation. The hearing body may also elect to table the matter until a future date provided that the due process rights of all parties are protected. The vote of the hearing body will be made by motion and roll call vote.

- e. Preparation of Reasoned Decision or Recommendation. Following the hearing, City staff will memorialize the hearing body's decision in a written reasoned decision or recommendation that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan (for zoning hearings), relevant ordinances and statutory provisions, and factual information contained in the record and a description of what actions, if any, the applicant can take to obtain approval. A reasoned decision must also contain a notice that the application can request a regulatory takings analysis pursuant to I.C. 67-8003. The written reasoned decision or recommendation will be placed on a subsequent agenda for consideration by the Planning Commission or City Council. Until the final decision is rendered and adopted by the hearing body, the rules regarding *ex-parte* communications and site visits still apply. Upon adoption by the hearing body, the written reasoned decision or recommendation is considered the final decision of that body.
- f. Appeal of Planning Commission Decisions. Appeals of quasi-judicial decisions of the Planning Commission are scheduled as a de novo hearing before the City Council. Appeal hearings will be conducted in accordance with these rules.

Additional Rules for Legislative Hearings.

- a. Time Limits and Order of Testimony. Testimony at legislative hearings will generally be taken in the following order and each speaker will be allowed the following time to testify.
 - 1. Staff Presentation of the Staff Report – No Time Limit.
 - 2. Testimony in Support of the Proposal – 4 Minutes.
 - 3. Neutral Testimony – 4 Minutes.
 - 4. Testimony in Opposition to the Proposal – 4 Minutes.
- b. Grant of Additional Time. The Planning Commission Chairperson or the Mayor may allow witnesses additional time to testify.
- c. Closure of Public Hearing. At the conclusion of public testimony, the Planning

Commission Chairperson or Mayor will close the public hearing and deliberations by the hearing body will begin. Procedural and other questions seeking clarification may be directed to city staff during this period.

- d. Decision by the City Council or Planning Commission. At the conclusion of any deliberation a member of the hearing body should make a motion to approve, amend, or deny the matter and direct staff to prepare the appropriate resolution, ordinance, or other document to implement the final decision. The motion should include sufficient detail concerning any amendment to enable staff to prepare the documents needed to implement the decision. The hearing body may also elect to table the matter until a future date. The vote of the hearing body will be made by motion and a roll call vote.
- e. Preparation of Final Decision. Following the hearing, City staff will prepare the necessary documents to implement the decision and return them to the hearing body for final approval.

Additional Rules for Administrative Appeal Hearings

- a. Time Limits and Order of Testimony. Argument at administrative appeal hearings authorized by Post Falls Municipal Code 18.20.110(B) will be taken in the following order and each speaker will be allowed the following time to speak.
 - 1. Appellant's Argument – 20 Minutes.
 - 2. Staff Argument – 20 Minutes.
 - 3. Appellant's Rebuttal – 10 Minutes.
- b. Grant of Additional Time. The Planning Commission Chairperson or the Mayor may allow additional time for argument if the allowance of additional time does not prejudice another party.
- c. Closure of Appeal Hearing. At the conclusion of argument, the Planning Commission Chairperson or Mayor will close the hearing and deliberations by the hearing body will begin. Procedural and other questions seeking clarification may be directed to city staff during this period.
- d. Decision by the City Council or Planning Commission. At the conclusion of deliberation, a member of the hearing body should make a motion to approve or deny the appeal and direct staff to prepare the appropriate documents to implement the final decision. The motion should include sufficient detail to enable staff to prepare the documents needed to

implement the decision. The hearing body may also elect to table the matter until a future date. The vote of the hearing body will be made by motion and a roll call vote.

- f. Preparation of Written Decision. Following the hearing, City staff will prepare the necessary documents to implement the decision and return them to the hearing body for final approval.

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 5/11/2022 11:49 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: KCFR & KEMSS Comp Plan Amendment Resolution File No. CPA-0002-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Resolution, City Council authorizes the Mayor to sign the Resolution for the KCFR & KCEMSS Comprehensive Plan Amendment.

DISCUSSION:

That the adopted 2020 Post Falls Comprehensive Plan be amended with the attached Exhibit S-1 which adds the following language to the Fire Protection / Emergency Services section in Chapter 5 – Public Services, Facilities & Utilities:

The City Council has adopted Development Impact Fees for KCFR and KCEMSS and entered into Intergovernmental Agreement and Joint Powers Agreements for the Collection and Expenditure of Development Impact Fees for Fire District and EMS Systems Improvements by and between the City and the Kootenai County Fire and Rescue District and Kootenai County Emergency Medical Services System pursuant to Idaho Code §§ 67-8204A and 67-2328 for the collection and expenditure of Fire District and EMS System Impact Fees for both residential and non-residential development.

The following Capital Improvement Plans are Incorporated by Reference to this Comprehensive Plan:

- Kootenai County Fire & Rescue Impact Fee Study and Capital Improvements Plan
- Kootenai County Emergency Medical Services System (KCEMSS) Impact Fee Study and Capital Improvement Plans

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

RESOLUTION NO. 22-[Category]
CPA-0002-2021

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF POST FALLS ADOPTING AN AMENDMENT TO THE 2020 POST FALLS COMPREHENSIVE PLAN TO ADD THE KOOTENAI COUNTY FIRE & RESCUE IMPACT FEE STUDY AND CAPITAL IMPROVEMENT PLAN; AND KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM IMPACT FEE STUDY AND CAPITAL IMPROVEMENT PLAN.

WHEREAS, Idaho's Local Planning Act, Idaho Code Title 67, Chapter 65, requires Idaho cities to carry out planning duties necessary for the adoption and amendment of a Comprehensive Plan from time to time; and

WHEREAS, Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS), cannot collect impact fees without an intergovernmental agreement with a municipality or county and in order for the City to collect development related impact fees to turn over to KCFR and KCEMSS the City must have the Capital Improvement Plans (CIP) adopted in the Comprehensive Plan; and

WHEREAS, On January 11, 2022, the Post Falls Planning and Zoning Commission held a public hearing, in compliance with provisions of the Local Planning Act, concerning the adoption of the Post Falls Comprehensive Plan Amendment and recommended that the Amendment be adopted by the City Council; and

WHEREAS, On February 15, 2022, the Post Falls City Council also held a public hearing to consider the Amendment and after consideration directed that city staff prepare a resolution to adopt the Plan.

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

That the adopted 2020 Post Falls Comprehensive Plan be amended with the attached Exhibit S-1 which adds the following language to the Fire Protection / Emergency Services section in Chapter 5 – Public Services, Facilities & Utilities:

The City Council has adopted Development Impact Fees for KCFR and KCEMSS and entered into Intergovernmental Agreement and Joint Powers Agreements for the Collection and Expenditure of Development Impact Fees for Fire District and EMS Systems Improvements by and between the City and the Kootenai County Fire and Rescue District and Kootenai County Emergency Medical Services System pursuant to Idaho Code §§ 67-8204A and 67-2328 for the collection and expenditure of Fire District and EMS System Impact Fees for both residential and non-residential development.

The following Capital Improvement Plans are Incorporated by Reference to this Comprehensive Plan:

- **Kootenai County Fire & Rescue Impact Fee Study and Capital Improvements Plan**
- **Kootenai County Emergency Medical Services System (KCEMSS) Impact Fee Study and Capital Improvement Plans**

This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council on the ____ day of May, 2022, and

APPROVED by the City Council on this _____ day of May 2022.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

Public Services, Facilities & Utilities

5

Post Falls is served by a full range of public utility and service systems including telephone, fiber optic and cable telecommunications, electric power and natural gas. Services provided or contracted for by the City include police, library, solid waste, water and wastewater/water reclamation.

Projections for growth in Post Falls will require service providers to plan for and monitor corresponding investment and expansion of services. Robust growth – particularly at Highway 41 and Prairie Avenue – is anticipated over the next two decades, with as many as 3,300 new residents arriving per year.

Post Falls recognizes the value of land use and service policy in helping implement a broad scope of community goals and objectives. Growth presents numerous one-time opportunities, so it's critical to manage civic investment in ways that ensure the creation of cost-effective, durable and well-coordinated service infrastructure.

Services

The following summarizes key services available in Post Falls, introducing each category including providing agency, generalized capacity and facility plans, as available. A listing of goals most closely related to public services and facilities (from the plan's overall Goal & Policy Framework, Appendix B) completes the chapter. Action items related to Housing may also be included in Chapter 10, Implementation.

Police Protection

The City of Post Falls operates its own Police department, with an extensive array of services managed under patrol, communications, investigations and IT divisions. The Department's Capital Improvements Plan (CIP) and associated levels of service can be identified in the City's most recent Impact Fee report.

The Police Department also houses the City's code enforcement unit, also known as Community Services. This unit is primarily responsible for ensuring that City Code/Ordinance violations in the City are identified and quickly corrected. The Police Department also participates in local events and special outreach programs, such as Coffee with a Cop and Movie Night Out. Such participation is seen as important in promoting a safe community, serving as proactive crime deterrents through setting a good example, and fostering the respect of the community.

Despite the Post Falls' rapid growth in recent years, the city continues to enjoy relatively low crime rates. Criminal offenses in Post Falls are lower than national averages, along with excellent clearance rates of approximately 56 – 58% over the past few years.

Moving forward, continued coordination with the Police Department is paramount to ensure adequate services are available in areas that receive annexation and development requests. Coordination with the Police Department regarding future growth and new development in Post Falls will assist in the planning and design of new facilities, services, and contingencies or hazardous response plans. Utilizing the Police Department's expertise in matters of safety and planning for future neighborhoods and commercial centers will assist in continuing Post Falls being a safe place to live, work, and play.

Additional specifics on services and departmental capacity may be found on the department's website.

See: www.postfallspolice.com

Fire Protection / Emergency Services

Post Falls is served by Kootenai County Fire & Rescue (KCFR), an independent agency funded by district property taxes and governed by an elected board of commissioners. KCFR currently enjoys a Class 3 protection rating for most residential and commercial properties within City limits.¹ KCFR works with Kootenai County Emergency Medical Services System (KCEMSS) to provide EMS services and first response and ambulance transport. Fire District services also include technical rescue; code review and enforcement; public education; hazardous materials/disaster response; burn permits; fire prevention workshops and sprinkler plan reviews. Additionally, KCFR partners with the Post Falls Police Department for emergency response; fire and medical emergencies that include automated external defibrillator (AED) use or administration of Narcan²; response to active shooters; and provision of a police substation in a fire station.

See: www.kootenaifire.com



Figure 5.01 – In Post Falls, Fire and EMS services are provided by Kootenai County Fire & Rescue. (Image: Studio Cascade, Inc.)

The City Council has adopted Development Impact Fees for KCFR and KCEMSS and entered into Intergovernmental Agreement and Joint Powers Agreements for the Collection and Expenditure of Development Impact Fees for Fire District and EMS Systems Improvements by and between the City and the Kootenai County Fire and Rescue District and Kootenai County Emergency Medical Services System pursuant to Idaho Code §§ 67-8204A and 67-2328 for the collection and expenditure of Fire District and EMS System Impact Fees for both residential and non-residential development.

The following Capital Improvement Plans are Incorporated by Reference to this Comprehensive Plan:

- **Kootenai County Fire & Rescue Impact Fee Study and Capital Improvements Plan**
- **Kootenai County Emergency Medical Services System (KCEMSS) Impact Fee Study and Capital Improvement Plans**

Solid Waste / Waste Collection

The City of Post Falls contracts with private collection firms to provide solid waste and recycling collection. Solid waste disposal is managed by

¹ Idaho Service Rating Bureau ratings classes 1-10; 1 = most desirable. Insurers often base coverage programs on ISRB scoring. Ratings are based on many factors, including quality of the fire department, water supply and hydrant locations, communication systems, building codes and building inspection programs.

² Brand name for naloxone, an opioid overdose reversal drug.

Kootenai County, with non-recyclable materials directed to an active landfill adjoining Highway 95 approximately 16 miles south of Coeur d'Alene. The facility is operated on a portion of a County-owned 450-acre site, with an estimated life cycle for its permitted area through 2041-2042.

Ongoing growth will require careful attention to the logistical needs of solid waste haulers – such as transportation and site plan considerations – to maintain service efficiencies and manage waste in a purposeful, proactive fashion.

See: www.kcgov.us/departments/solidwaste

Water Services

High quality water from an abundant supply (the Rathdrum Prairie Aquifer) is a unique resource to north Idaho and Post Falls. This plan's policy framework recognizes this, and supports the preservation and protection of this high-quality water supply. The aquifer was designated as a “Sole-Source Aquifer” by the Environmental Protection Agency in 1978, and has been further protected by Kootenai County and the Panhandle Health District, which limits septic tank wastewater service to one residential equivalent per five acres. Additionally, the Sensitive Resource Aquifer designation in 1997 by the State of Idaho further protects the SVRPA with Idaho’s only “non-degradation” management standard. Detailed quantity, flow, and level analyses have been performed on both the Idaho and Washington side of the aquifer as part of the 2007 U.S. Geologic Surveys’ “Bi-State” Study and is available on the IDEQ website.

Level of Service Criteria

The 2011 Water System Master Plan lists level-of-service performance criteria as follows:

- + *A normal year-round operating pressure range of 50 to 90 psi;*
- + *Water supply with a minimum capacity equal to the peak day demand with the largest well out of service;*
- + *Storage capable of meeting the maximum fire demand plus peak-day equalization demand with one well out of service;*
- + *Additional emergency storage, as required, to assure the system can provide average day demands with the largest well and power grid out of service;*
- + *Capability of meeting a minimum fire flow in commercial areas of 3,000 gpm for four hours and a minimum residential fire flow of 1,000*

gpm for two hours, while maintaining a minimum of psi 20 year round throughout the system;

- ✦ *Fire flow demands exceeding these ranges or system capability at the time of building construction require that property owners provide on-site fire protection, including, but not limited to, building sprinklers and specialized construction.*

Service Providers

The City of Post Falls provides approximately 50% of all water services within its boundaries, with two other providers, East Greenacres Irrigation District (EGID), and Ross Point Water District (RPWD), serving a majority of the balance. Numerous small water systems also exist throughout the incorporated City Limits, each operated under jurisdiction of the Idaho Department of Environmental Quality (DEQ) and have little formal connection to the City of Post Falls.³ Five emergency inter-ties exist between the City and the RPWD and EGID systems, providing mutual support in the event of a water supply emergency.

City of Post Falls Water System

The Post Falls water system oversees more than 115 miles of water lines in the city, with water sourced from eight wells drawing from the Rathdrum Prairie Aquifer. These wells are capable of producing over 23 million gallons per day, with approximately 5.55 million gallons of storage capacity in-place for emergency use. The City's existing water rights total 19,596 gallons per minute (gpm) and are considered sufficient through 2030, based on anticipated growth within the City's Water System Master Plan. All water rights associated with parcels requesting annexation to the City should be transferred to the City as a condition of annexation. If the City has unused water rights capacity, that capacity should be placed in a water rights bank for potential revenue and protection of the claims.

Additional water rights may be required to meet projections, and may be procured through transfers and/or Reasonably Anticipated Future Needs (RAF_N) provisions of Idaho's 1996 Municipal Water Rights Act.⁴

For more on the City of Post Falls' water system, see the City's latest Water System Master Plan. A copy of the City's water service area map is included in this chapter as Figure 5.03.

³ *The 2011 Post Falls Water System Master Plan (WSMP) notes the Royal Highlands Water District, the North Kootenai Water District and the Pine Villa Water System; the plan's service area map is copied here as Figure 5.03. Service area callouts shown in Figure 5.01 are listed in the WSMP but not copied in this element.*

⁴ *Post Falls WSMP, 2011 Update, pg. ES-6. The plan suggests future acquisition of Pine Villa and Royal Highlands Water System(s).*

East Greenacres Irrigation District

The East Greenacres Irrigation District (EGID) generally covers areas north of the city center, serving approximately 9,800 customers accessing 3,600 domestic, municipal and industrial connections and approximately 1,000 irrigation connections. The EGID is authorized as an Irrigation District under Idaho's Title 43, serving domestic, municipal, industrial and irrigation needs. The district's financial resources derive from sale and assessments of metered and irrigation water. Domestic and irrigation hookup fees are placed in reserve for aging infrastructure replacement and upgrades. EGID's operations are overseen by a board of directors which select a manager/chief administrative officer and a clerk to carry out district affairs. Additional details on EGID capacities include:

- + *Number of wells – 14 (5,300 HP) at three well fields;*
- + *Capacity – 57 million gallons per day (MGD);*
- + *Storage facilities – One (1) 325,000 gallon;*
- + *Distribution facilities – Approximately 80 miles of pipe (50 miles of asbestos cement, 30 miles of PVC);*
- + *System conditions – Irrigation facilities were first established in 1921, utilizing surface water from Twin Lakes. Led by the US Bureau of Reclamation, pressurized system facilities were completed in 1976, allowing provision of domestic water. Asbestos-cement (A/C) piping was the material of choice at this time, and continues to perform well in local soil conditions. EGID saves hot tap coupons as mainline material samples, and indications show A/C material is in excellent condition;*
- + *Planned upgrades or replacements – Two (2) wells per year to be pulled and completely rehabilitated by 2015-2022; additional backup power; additional reservoir storage review; complete looping in critical areas.*

EGID's boundaries are under Federal control, which restrict the district's abilities to annex or release portions of their service area and effectively exempt it from City planning authority.⁵ Though EGID has filed a request with the United States Bureau of Reclamation (USBR) to amend its 1969 (14,000 acre foot) water claim from an irrigation to a municipal right, the district may see reductions in its capacity due to declining irrigation needs for farming.

Ross Point Water District

The Ross Point Water District, established in 1946 under State of Idaho Irrigation District statutes (Title 43), serves a sizable portion of the City's northeast quadrant, generally bounded by Syringa Road to the west, Hayden Avenue to the north, Huetter Road to the east and Mullan Avenue to the south. The district serves 3,200 meters, with an indeterminate

⁵ *East Greenacres Irrigation District; Plan Update Meeting Notes, Workshop #1, 2/12/17*

number associated with domestic, industrial and irrigation customers. The district's financial resources derive from sale of metered water and through hookup fees. Ross Point's operations are overseen by a three-member board of directors (three-year terms) and a manager/chief administrative officer. Additional details include:

- + *Number of wells – Five (5);*
- + *Capacity – 17,200 m³/s;*
- + *Storage facilities – One (1) 2,500 gallon;*
- + *System conditions – N/A;*
- + *Planned upgrades or replacements – New 12" lines facing east and west sides of Highway 41 from E Mullan Avenue to W Prairie Avenue, supporting expected development in the Prairie crossing area.*

Looking Forward

Through master planning efforts, the City should identify strategic investments in water infrastructure to aid or spur economic development goals. As an example, the City has identified opportunities in the Beck Road area to initiate construction of a trunkline which could provide water for future industrial development.

Currently, water system standards are generally shared between the City and RPWD, with EGID tracking a less coordinated approach. Ideally, all three water service providers will coordinate and address standardization of systems during future plan update cycles. Regardless, the City should develop and articulate a long-term position on addressing water service provision in context of anticipated growth and ongoing relationships with the EGID and RPWD.

See: www.postfallsidaho.org/departments/public-services/water

See: www.eastgreenacres.org

Wastewater

The City of Post Falls maintains a collection system to transport wastewater to its Water Reclamation Facility, including 31 lift stations (including two which service City Parks) and over 165 miles of pipeline.

The Water Reclamation Facility came on line in 1985 and has grown to a present capacity of approximately four million gallons per day. In 2014, the City was issued a new permit for the facility requiring state-of-the-art technology for phosphorus removal to levels among the lowest in the nation. Efforts to meet these requirements were initiated in anticipation of permit issuance and will continue through 2022.



Figure 5.02 – Avista Utilities and Kootenai Electric Cooperative provide electricity and natural gas to residents of Post Falls. (Image: Studio Cascade, Inc.)

Cleaned water is returned to the Spokane River, with waste solids – largely microbes which grow by processing the wastewater – sent to a composting facility for use as fertilizer.

Maintaining treatment capacity at the Water Reclamation Facility is critical to both existing and future users. The phosphorus limits within the 2014 discharge permit effectively require the City to develop an alternative use for treated water within the next decade. To this end, the City is also initiating efforts to produce “Class A” reclaimed water. The City should strive to identify and secure opportunities to put treated water to beneficial reuse within the community. Reclaimed water is a resource which can be utilized for economic development. Even if potable water is not scarce, there is a growing movement to secure “reused” resources to minimize the ecological footprint of business and organizations. The City should develop policies supporting the utilization of reclaimed water as a commodity and economic development driver.

Policies and regulations surrounding the treatment and reuse of wastewater are increasingly complex. The City should take an active role in contributing to the body of knowledge which informs these regulations, and in the processes which develop them. Where local knowledge is pertinent, the City should support research efforts which can help to inform water resource policy. Examples would include appropriate uses for reclaimed water and best practices for stormwater management.

The City is also working toward development of a 500-acre multi-use natural area called the Post Falls Community Forest, serving as a multi-use property for the City. The area, as envisioned, would provide an opportunity to reuse highly treated Class A reclaimed water via drip irrigation; serve as an educational forest, and provide outdoor recreational opportunities.

Electricity & Natural Gas

Avista Utilities (Avista) and Kootenai Electric Cooperative (KEC) provide electricity and natural gas to residents of Post Falls. There are a few areas where providers overlap, including the Highway 41 North corridor.

Areas south of the river are solely served by KEC, with overhead feeder and transmission lines across the river at Greensferry road and underwater lines at Heather Road, Ross Point Road, and Beck Road. KEC maintains a four-year work plan to manage priorities, and works with economic development agencies and city/county planning offices to coordinate improvements with development activity.

Avista supplies all natural gas services in Post Falls, and employs an extensive electric grid across the city. The company maintains a five-year capital projects plan, with regular updates performed in response to trends identified by the City and other agencies.

During development of this update, Avista indicated no capacity concerns where services already exist. The company is investing heavily in gas system upgrades at the Prairie Avenue/Highway 41 intersection, addressing new development forecast for that area.

See: www.avistautilities.com

See: www.kec.com

Coeur d'Alene Airport

Coeur d'Alene Airport ("COE" or the "Airport"), is located in, owned and operated by Kootenai County. The Airport is surrounded by, with airspace overlays including the cities of Post Falls, Hayden Lake, Coeur d'Alene, Hayden Lake, Dalton Gardens and Rathdrum, with an airspace overlay touching each of these cities excepting Coeur d'Alene. The 1,100-acre airport is located 2,320 feet above mean sea level, west of U.S. Highway 95 and north of Interstate 90. State Highways 53 and 41 also serve the surrounding area and are located west of the airport.

In the Idaho Airport System Plan (IASP), the Airport is categorized as a regional business airport supporting regional economic activities,

connecting to state and national economies, and serving all types of general aviation aircraft. The Airport also accommodates local business activities and various types of general aviation users.

As a regional business airport, COE has the largest economic impact of any general aviation airport in the state and the second highest economic impact behind only the Boise Airport. The Airport supports 1,058 jobs, translating to about \$40 million in total payroll and almost \$130 million in total output.⁶ These economic links can be traced to business operations, medical services, search and rescue, fire-fighting, law enforcement, recreation/tourism, and agriculture.

COE is an important part of the national transportation infrastructure and is included in the FAA National Plan of Integrated Airport Systems (NPIAS). As a NPIAS airport, the Airport receives federal funding via the FAA Airport Improvement Program and is subject to FAA design standards, regulations, rules, sponsor responsibilities, and policies. The Airport is also eligible for and receives Airport Improvement Program (AIP) grants from the FAA through ITD Aero.

General aviation operations (noncommercial or military) account for 77 percent of the operations at the Coeur d'Alene Airport. The take-offs and landings were estimated at 79,846 in 2007 and rose to an estimated 86,876 in 2017. Forecasts place the future operations growth at about 2.3 percent annually to a level of 136,900 operations in 2037.⁷

The Airport maintains a master plan to address current and future needs. The facility meets minimum Idaho Airport System Plan objectives for runway length, runway width, runway strength, visual aids, runway lighting, weather reporting capabilities, land-side facilities, and services.

Policy Considerations

The following topics are identified as key considerations relating to policy development near the Coeur d'Alene Airport:

Encroachment of Incompatible Development – One of the greatest threats to the viability of airports is the encroachment of incompatible land use. Recently, ITD Aero and the FAA have been working with Idaho's airports to strengthen airport land use compatibility policies and practices to reverse this trend.

Safety and Quality of Life – Proactive planning around airports ensures the safety of both aircraft operators and airport neighbors from potential accidents. It also protects the quality of life of airport

⁶ Idaho Transportation Department (ITD), 2010

⁷ Coeur d'Alene Airport Master Plan, 2017

neighbors by ensuring they are not adversely impacted by noise, dust or fumes often associated with airport operations.

Economic Benefit – COE provides a substantial economic benefit to Kootenai County and its citizens. Users such as corporations and life-flight operators use COA and contribute to the economy as a result of their use. The Airport needs to be protected so it may continue to provide user access and resulting economic benefits.

Airport Goals & Policies

The goals and policies referenced below (from Appendix B) are intended to guide Post Falls' land use and infrastructure choices as both the city and COE grow.

Goals: G.01, G.02, G.06

Policies: P.01, P.02, P.11, P.13, P.23, P.28, P.29, P.30, P.31, P.61, P.88, P.91

Library

Post Falls enjoys a central library at 821 N. Spokane Street, operated by the Community Library Network, a library district serving Kootenai and Shoshone Counties. The district is governed by an elected five-member Board of Trustees and serves Post Falls, State Line and surrounding areas as far as Coeur d'Alene to the east and Hayden and Rathdrum to the north.

See: www.communitylibrary.net/drupal7/content/post-falls

Educational Services

Post Falls enjoys a positive relationship with multiple providers offering quality, safe, and accessible school facilities for residents. In anticipation of growth, the City supports ongoing collaboration with all primary and secondary educational providers, maintaining levels of service and adapting to evolving regional demands.

The City supports continuing to provide educational opportunities from elementary through post-secondary education, as a measure to meet the demands of the evolving economic demands of the region.

Post Falls School District

Post Falls School District 273 provides a comprehensive public education for preschool, elementary, middle, and high school students in Post Falls. Although the boundaries of the school district extend beyond city limits, the location of all schools and district facilities are located in Post Falls.

School District 273 develops and maintains a Long Range Facilities Plan. The District's 2018 plan recommends several new facilities be built over

the next decade in order to provide space for the anticipated enrollment growth. These recommendations are based on student population growth of 1.5% annually. If the enrollment growth exceeds 1.5%, it will be necessary to accelerate the recommended timelines for construction. The plan calls for a new elementary school, a third middle school and a second traditional high school along with upgrades and remodels of several existing buildings. See Figure 5.04 for PFSD district boundaries.

See: www.pfsd.com

Higher Education

Post Falls residents are served by North Idaho College (NIC), a community college located in Coeur d'Alene. NIC hosts satellite campuses for the University of Idaho and Lewis & Clark College on its campus.

The University of Idaho Research Park, located in Post Falls at Riverbend Commerce Park, provides facilities for research and technology-based companies seeking a collaborative relationship with U of I faculty and students. The facility offers state-of-the-art laboratories, computer labs and classrooms for use by U of I, other Northwest colleges and universities, and the community. The park is located on 28 acres, and houses five technology and research organizations in addition to U of I programs.

See: www.nic.edu

See: www.uidaho.edu/cda/uirp

Educational Goals & Policies

The goals and policies referenced below (from Appendix B) are selected as specific and useful in guiding the location, accessibility, and function of school facilities, even as they continue to expand beyond existing City limits.⁸

Goals: G.01, G.02

Policies: P.02, P.03, P.10, P.23, P.25, P.26, P.27, P.37, P.38, P.56, P.64, P.87

Geographic Information Systems

A significant and ongoing achievement in the region is the creation of the Kootenai County Geographic Information System (GIS). These electronic files, keyed to geographic coordinates, provide detailed mapping and coordination of virtually any type of data, especially those types of systems used by municipal and service agencies. For this reason, GIS is seen as an extremely valuable tool for services planning.

Post Falls has and will continue its participation with area communities, Kootenai County, and service provider in the development of the local

⁸ Because other goals and policies may also relate, a full review of the policy framework is advised.

GIS database. The value of this system is expected to increase with time as new information is collected and made available to the public in both industry-standard (.shp, .shx, .dbf, and .dwg) and widely accessible (.pdf, .html) formats.

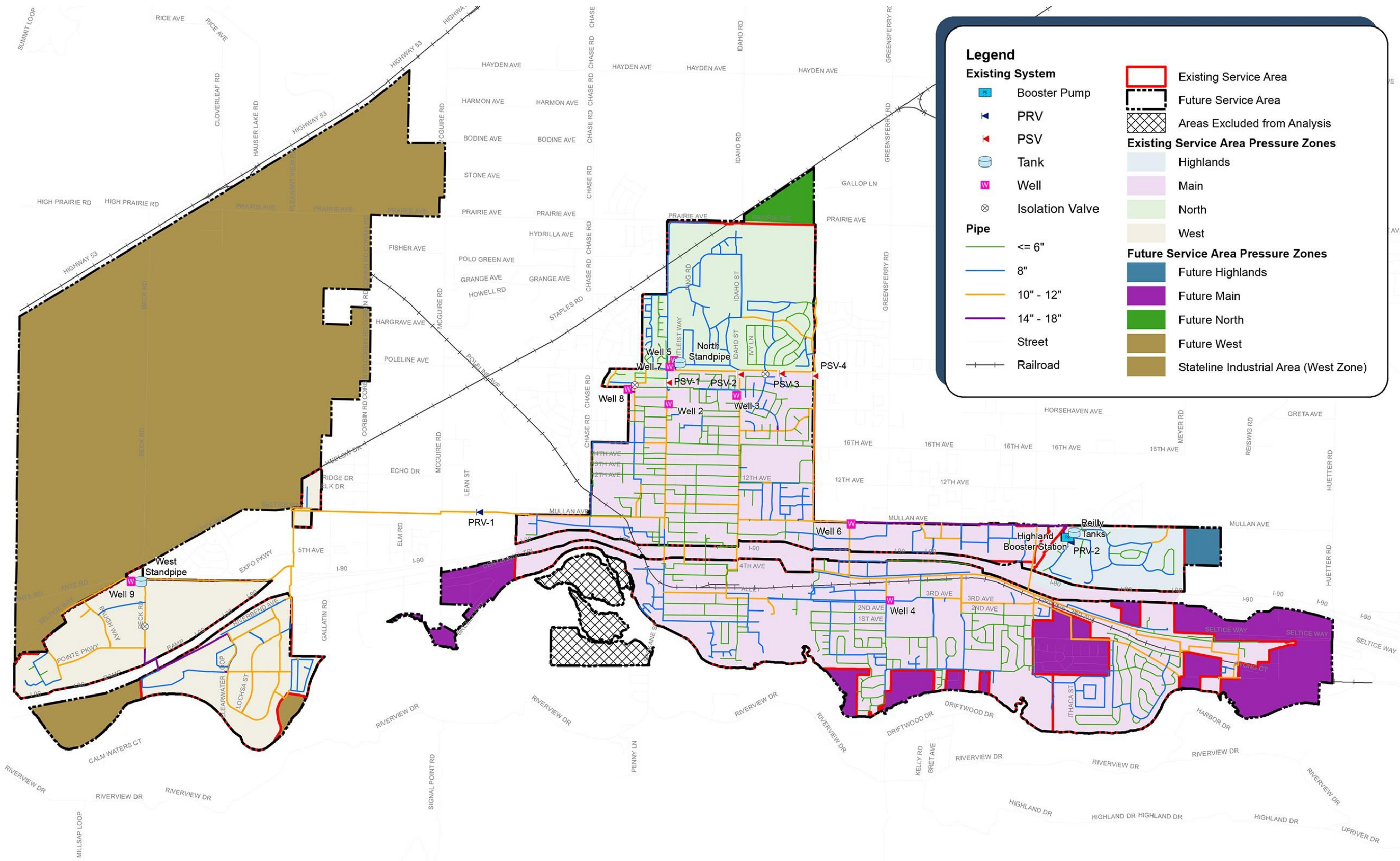
See: www.co.kootenai.id.us/departments/mapping

Future Needs

Post Falls' public services will need to be expanded to meet anticipated growth and maintain current levels of service. To accomplish this, the City is working towards coordinating population projections among all its departments and service providers, and creating and/or formalizing its level of service standards.

Some of these standards were established as part of the City's 2011 Development Fee Impact study, subsequently adapted as a fee schedule which collects funds supporting parks, streets and public safety services.⁹ Others, such as those adopted by the Kootenai Metropolitan Planning Organization, were developed with Post Falls' needs and objectives as secondary considerations to regional goals. Regardless, full and comprehensive coordination of services development – including all City-led or contracted services – is imperative if Post Falls hopes to properly anticipate, direct, fund and manage the many demands that come with growth.

⁹ "Capital Improvement Plans & Development Impact Fees" September 2011, City of Post Falls. Study developed per requirements of the Idaho Development Impact Fee Act.

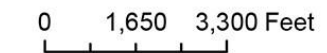


Legend

Booster Pump	Existing Service Area
PRV	Future Service Area
PSV	Areas Excluded from Analysis
Tank	Existing Service Area Pressure Zones
Well	Highlands
Isolation Valve	Main
Pipe	North
<= 6"	West
8"	Future Service Area Pressure Zones
10" - 12"	Future Highlands
14" - 18"	Future Main
Street	Future North
Railroad	Future West
	Stateline Industrial Area (West Zone)



**City of Post Falls
Water System Master Plan**



Service Areas

Figure 5.03 – Water services map

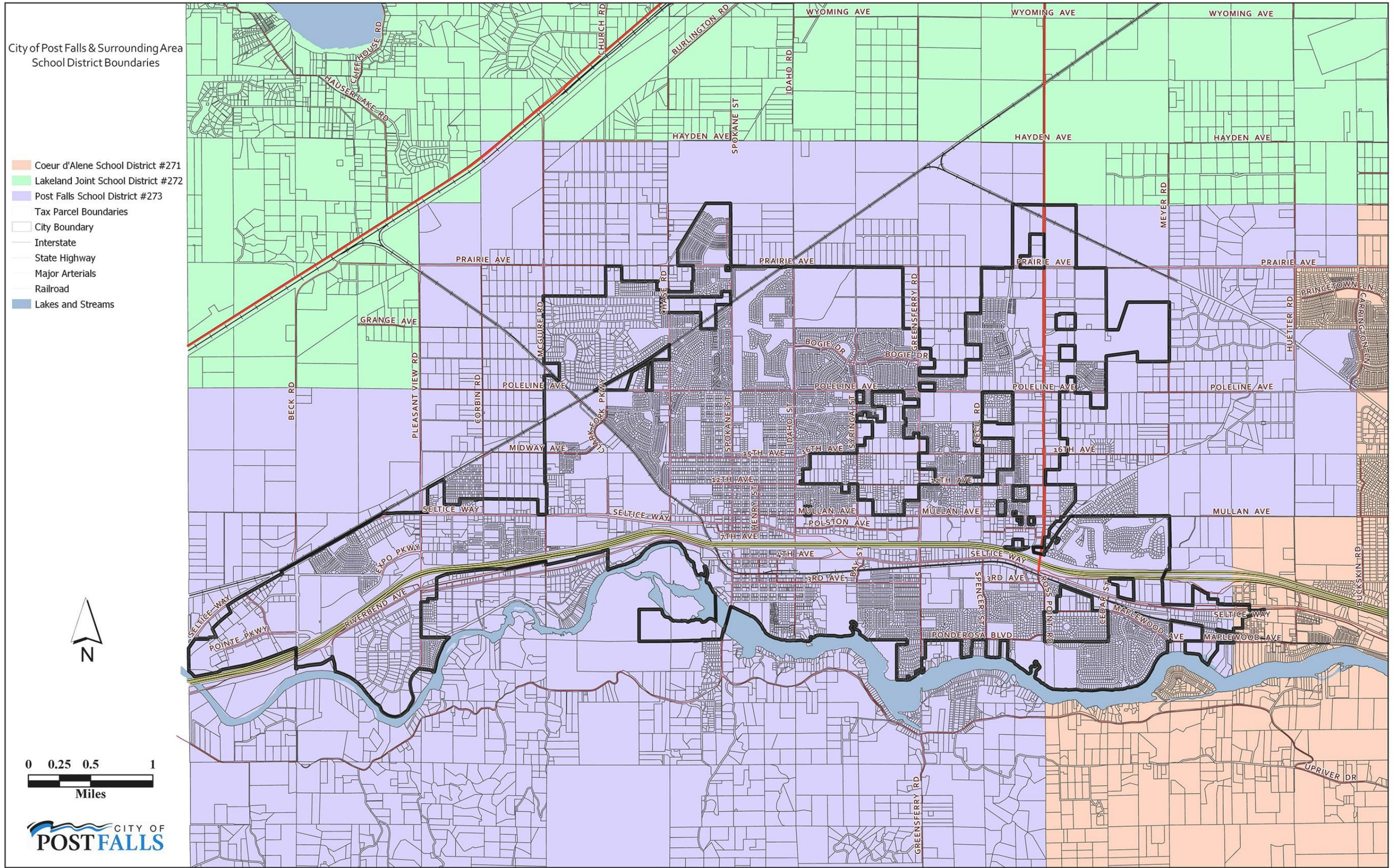


Figure 5.04 – School district map

■ Public Services Goals

Goals

Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls. [G-02]

Discussion: Municipalities exist to provide infrastructure and services that would be impossible for individuals to provide. While pooled resources make essential services achievable, they also require strong levels of coordination and management to assure accountability and efficiency. Some actions have clear and immediate effects on resources. Other actions may be more difficult to associate with fiscal impact, but over time, may profoundly affect the costs of services – and livability of the community. This goal anchors the need for the City of Post Falls to consider the long-term cost implications and benefits of choices including land use, transportation investments, parks and recreational services, as well as other types of infrastructure – maintaining efficiency and accountability for the community it serves.

Maintain and improve Post Falls’ transportation network, on pace and in concert with need and plan objectives. [G.06]

Discussion: All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity to regional ground, rail and air transportation systems.

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

Discussion: Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, this plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Protect and maintain Post Falls’ natural resources including clean air, soils, river and aquifer, and minimizing light and noise pollution citywide. [G.08]

Discussion: City livability, health and value are fully dependent on clean, safe and sustainable natural resources. This goal underscores Post Falls’ commitment to maintaining its natural resources as a top priority, recognizing them as essential to the community’s survival.

Maintain the City of Post Falls' long-term fiscal health. [G.12]

Discussion: Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor 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.

Maintain, update, coordinate and implement Post Falls' policy and regulatory documents. [G.13]

Discussion: Cities are more likely to succeed when leaders and citizens come together to address a shared vision and set of objectives. This goal serves to affirm Post Falls' commitment to community planning and implementation. This plan is configured to aid periodic updates, and encourages future planning work by City departments, creating topical, parks or sub-area planning. Good planning – and just as important, implementation – is key to maintaining Post Falls' essential qualities over time.



CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 6/1/2022 4:33 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington, Deputy City Attorney
SUBJECT: KCFR & KCEMSS Impact Fee Ordinance

ITEM AND RECOMMENDED ACTION:

The proposed ordinance adds a new chapter to the municipal code providing for the collection of impact fees for Fire and Emergency Services. The proposed ordinance has an effective date of September 1, 2022.

DISCUSSION:

Kootenai County Fire & Rescue (“KCFR”) and the Kootenai County Emergency Medical Services System (“KCEMSS”) are taxing districts with boundaries that include all areas within the city limits of Post Falls. The tax revenues generated from new development often do not generate sufficient funds to provide the necessary improvements and expansion of existing Districts’ capital facilities to accommodate for that new growth. New growth imposes and will impose increasing and excessive demands upon the existing Districts’ capital facilities unless those demands are offset by other revenue sources. Idaho Development Impact Fee Act does not authorize the Districts to enact impact fee ordinances but does provide, in Idaho Code § 67-8204A, that in circumstances where the City and the Districts are both affected by growth that the parties may enter into an intergovernmental agreement for the purpose of agreeing to collect and expend impact fees for system improvements. Authorizing impact fees for the Districts provides a new funding mechanism for those system improvement costs incurred by the Districts to meet the demand created by growth occurring within the City, promotes and accommodates orderly growth, and protects the public health, safety and general welfare of City residents.

The Districts have planned for the improvement of District capital facilities in their Capital Improvements Plans, which have been adopted by the District and the City. The Capital Improvements Plans contain the Capital Improvements planned by the Districts during the term of the Capital Improvements Plans, and such element has been developed in conformance with the requirements Idaho Code. The Capital Improvements Plans set forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the Districts’ capital facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development.

The capital improvement plans were based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the capital improvement plans use a fee calculation methodology that is net of credits for the Present Value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers. The fire and EMS impact fees established by this ordinance are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the fire and EMS impact fees.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been reviewed by council. However, Council has reviewed the Comp. Plan Amendment and Associated Capital Improvement Plans at a Public Hearing on February 15, 2022

APPROVED OR DIRECTION GIVEN:

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 A NEW CHAPTER TO THE POST FALLS MUNICIPAL CODE TO PROVIDE DEVELOPMENT IMPACT FEES FOR FIRE AND EMERGENCY SERVICES; PROVIDING AUTHORITY AND PURPOSE, PROVIDING FOR IMPOSITION OF SUCH FEES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR INDIVIDUAL ASSESSMENTS AND EXTRAORDINARY IMPACTS; PROVIDING FOR CREDITS AND REIMBURSEMENTS; PROVIDING FOR PAYMENTS; PROVIDING METHODOLOGY FOR CALCULATING IMPACT FEES; PROVIDING FOR REFUNDS AND ACCOUNTING; PROVIDING FOR APPEALS, PROTESTS, AND MEDIATION; 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 Kootenai County Fire & Rescue (“KCFR”) and the Kootenai County Emergency Medical Services System (“KCEMSS”) are taxing districts (“the Districts”) organized and existing by virtue of Chapter 14 of Title 31, Idaho Code, and both Districts’ boundaries include all areas within the City limits of the City and areas surrounding the City; and

WHEREAS Kootenai County Fire & Rescue’s has the duty and responsibility to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and

WHEREAS the Kootenai County Emergency Medical Services System’s has the duty and responsibility is to provide for the protection and preservation of life; and

WHEREAS the City is experiencing considerable growth and development; and

WHEREAS the tax revenues generated from new development often do not generate sufficient funds to provide the necessary improvements and expansion of existing Districts’ capital facilities to accommodate for that new growth; and

WHEREAS new growth imposes and will impose increasing and excessive demands upon the existing Districts' capital facilities unless those demands are offset by other revenue sources; and

WHEREAS the purposes of the Idaho Development Impact Fee Act, Idaho Code § 67-8202, are as follows:

- Ensure that adequate public facilities are available to serve new growth and development; and
- Promote orderly growth by establishing uniform standards by which local governments, such as the City and the Districts, may require those who benefit from new growth pay impact fees for their proportionate share of the costs of new public facilities needed to serve that new growth; and
- Establish minimum standards for adoption of impact fee ordinances by cities; and
- Ensure that those who benefit from new growth are required to pay no more than their share of the cost of public facilities needed to serve that new growth and prevent duplicate and ad hoc development requirements; and
- To empower cities to adopt ordinances to impose impact fees; and

WHEREAS the Idaho Development Impact Fee Act does not authorize the Districts to enact impact fee ordinances but does provide, in Idaho Code § 67-8204A, that in circumstances where the City and the Districts are both affected by growth that the parties may enter into an intergovernmental agreement for the purpose of agreeing to collect and expend impact fees for system improvements; and

WHEREAS authorizing impact fees for the Districts provides a new funding mechanism for those system improvement costs incurred by the Districts to meet the demand created by growth occurring within the City, promotes and accommodates orderly growth, and protects the public health, safety and general welfare of City residents; and

WHEREAS The creation of an equitable impact fee system facilitated by the intergovernmental agreement with the Districts, will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate District capital facilities are available to serve new growth; (b) promote orderly growth by establishing uniform standards by which the City may require that those who benefit from new growth pay a proportionate share of the cost of new District capital facilities needed to serve new growth; (c) establish minimum standards for the adoption of Fire and EMS District impact fees; (d) ensure that those who benefit from new growth are required to pay no more than their proportionate share of the cost of District capital facilities needed to serve new growth; and (e) prevent duplicate and ad hoc development requirements; and

WHEREAS the Districts have planned for the improvement of District capital facilities in their Capital Improvements Plans; and

WHEREAS the creation of an equitable impact fee system for the Districts will enable the Districts to accommodate new development and provide the Capital Improvement Elements of the Capital Improvement Plans; and

WHEREAS in order to implement an equitable impact fee system, Kootenai County Fire and Rescue adopted a Capital Improvement Plan by Resolution dated May 16, 2022. The City adopted the plan by resolution dated June 7, 2022; and

WHEREAS in order to implement an equitable impact fee system, the Kootenai County Emergency Services System adopted a Capital Improvement Plan by Resolution dated May, 26, 2022. The City adopted the plan by resolution dated June 7, 2022; and

WHEREAS each study was prepared by Galina Consulting, who was hired by the Districts to conduct the studies; and

WHEREAS the methodology used in the Capital Improvements Plans, as applied through this ordinance, complies with all applicable provisions of Idaho law, including those set forth in Idaho Code §§ 67-8204(1), (2), (16) and (23), 67-8207 and 67-8209. The incorporation of the Capital Improvements Plans by reference satisfies the requirement in Idaho Code § 67-8204(16) for a detailed description of the methodology by which the Fire and EMS impact fees were

calculated, and the requirement in Idaho Code § 67-8204(24) for a description of acceptable levels of service for Districts' System Improvements; and

WHEREAS to determine the Proportionate Share of System Improvements Costs, the Capital Improvements Plan considered: (a) the cost of the existing System Improvements; (b) the means by which the existing System Improvements have been financed; (c) the extent to which the new Development will contribute to System Improvements Costs through taxation, assessment, or Developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions; (d) the extent to which the new Development is required to contribute to System Improvements Costs in the future; (e) the extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area or areas; (f) extraordinary costs, if any, incurred in serving the new Development; (g) the time and price differential inherent in a fair comparison of fees paid at different times; and (h) the availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation and includes a plan for alternative sources of revenue; and

WHEREAS the Capital Improvements Plans contain the Capital Improvements planned by the Districts during the term of the Capital Improvements Plans, and such element has been developed in conformance with the requirements Chapter 82 of Title 67, Idaho Code; and

WHEREAS the Capital Improvements Plans set forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the Districts' capital facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development; and

WHEREAS, in accordance with Idaho Code, the capital improvement plans were based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the capital improvement plans use a fee calculation methodology that is net of credits for the Present Value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers; and

WHEREAS the fire and EMS impact fees established by this ordinance are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the fire and EMS impact fees; and

WHEREAS the Districts' capital facilities included in the calculation of fees in the Capital Improvements Plans will benefit all new residential Development throughout the City, and it is therefore appropriate to treat all areas of the City as a single Service Area for purposes of calculating, collecting, and spending the fire and EMS impact fees collected from Developers; and

WHEREAS there is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this ordinance, the Development impact fees assessment of such Development covered by this ordinance, and the Development impact fees that such Developer will be required to pay; and

WHEREAS this ordinance, in conformance with Idaho Code § 67-8210, creates a system by which Development impact fees paid by Developers will be used to finance, defray, or reimburse a portion of the costs incurred by the Districts to construct and/or purchase System Improvements in ways that benefit the Development for which each Development impact fee was paid within a reasonable period after the Development impact fee is paid; and

WHEREAS this ordinance creates a system under which Development impact fees shall not be used to correct existing deficiencies for any District capital facilities, or to replace or rehabilitate existing District capital facilities, or to pay for routine operation or maintenance of those facilities; and

WHEREAS this ordinance creates a system under which there shall be no double payment of Development impact fees, in accordance with Idaho Code § 67-8204(19); and

WHEREAS this ordinance is consistent with all applicable provisions of the Act concerning Development impact fee ordinances; and

WHEREAS the Mayor and City Council find that adopting an ordinance to authorize impact fees for the Districts is in the best interests of the citizens of the city of Post Falls.

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

SECTION 1. That a new Chapter 19.10, entitled Fire and Emergency Medical Service Development Impact Fees is added to Title 19 of the Post Falls Municipal Code as follows:

CHAPTER 19.10

**FIRE AND EMERGENCY MEDICAL SERVICE
DEVELOPMENT IMPACT FEES**

19.10.010: AUTHORITY:

This Chapter is enacted pursuant to the *City's* general police powers under Article XII, Section 2 of the Idaho Constitution and the authority provided by the Idaho Development Impact Fee Act codified at Chapter 82 of Title 67, Idaho Code.

19.10.020: PURPOSE AND APPLICABILITY:

A. **Purpose.** This Chapter is adopted for the following purposes:

1. To be consistent with, and to help implement, the *Districts' Capital Improvement Plans*;
2. To ensure that new *Development* bears a *Proportionate Share* of the cost of *System Improvements*; to ensure that such *Proportionate Share* does not exceed the cost of such *System Improvements* required to accommodate new *Development*; and to ensure that funds collected from new *Development* are used for *System Improvements* in accordance with the *Act*;
3. To be consistent with those principles for allocating a fair share of the cost of *System Improvements* to new *Development*, and for adopting *Development* impact fee ordinances, established by the *Act*;
4. To ensure that any *Fire and/or EMS Impact Fees* collected are deposited in the *Districts'* impact fee account and are not commingled with other monies and are used solely for the purpose for which they are collected.

B. **Applicability.** This Chapter applies to all *Development* of property located within the boundaries of the *City*.

19.10.030: DEFINITIONS:

As used in this Chapter, the following words and terms have the meanings provided unless another meaning is plainly intended and words and terms appearing in the singular number includes the plural and the plural the singular:

ACT: The Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.

BOARD OF COMMISSIONERS: The Kootenai County Fire and Rescue Board of Commissioners or Kootenai County Emergency Medical Services Systems Board of Commissioners, which are their governing boards.

BUILDING PERMIT: The permit required for foundations, new construction, and additions.

CAPITAL IMPROVEMENTS: The same meaning provided in Idaho Code §67-8203.

CAPITAL IMPROVEMENTS ELEMENT: The same meaning provided in Idaho Code §67-8203.

CAPITAL IMPROVEMENTS PLAN: The Kootenai County Fire and Rescue District Impact Fee Study and Capital Improvements Plan, and the Kootenai County Emergency Medical Services Systems Impact Fee Study and Capital Improvements Plan adopted by the *Districts* and the *City*, which identifies *District* capital facilities for which *Fire and EMS Impact Fees* may be used as a funding source and attached to Ordinance No. [Category] as Exhibit A.

CITY: The city of Post Falls.

DEVELOPER: The same meaning provided in Idaho Code §67-8203.

DEVELOPMENT: The same meaning provided in Idaho Code §67-8203.

DEVELOPMENT APPROVAL: Any written duly authorized document from the *City* which authorizes the commencement of a *Development*.

DISTRICT/DISTRICTS: Kootenai County Fire and Rescue, a fire district organized and existing by virtue of the Fire Protection Districts Law, Chapter 14 of Title 31, Idaho Code, and the Kootenai County Emergency Medical Services System.

DISTRICTS CAPITAL FACILITIES: *District* facilities, stations, apparatus, vehicles, and equipment which is identified in Exhibit III-2 of the *Capital Improvements Plan*, and specifically including those related costs including *System Improvements Costs*, but not including maintenance, operations, or improvements that do not expand their capacity.

EXTRAORDINARY IMPACT: An impact which is reasonably determined by the *Districts* to: (i) result in the need for *District System Improvements*, the cost of which will significantly exceed the sum of the *Development* impact fees to be generated from the *Project* or the sum agreed to be paid pursuant to a *Development* agreement as allowed by Idaho Code § 67-8214(2), as amended; or (ii) result in the need for *District System Improvements* which are not identified in the *Capital Improvements Plan*.

FEE PAYER: The same meaning provided in Idaho Code §67-8203.

FIRE AND/OR EMS IMPACT FEE: A payment of money imposed as condition of *Development* to pay for a *Proportionate Share* of the costs of *System Improvements* needed to serve the *Development*. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for *Development*;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the *Development*; or
4. Amounts collected from a *Developer* in a transaction in which the *District* has incurred expenses in constructing *Capital Improvements* for the *Development* if the owner or *Developer* has agreed to be financially responsible for the construction or installation of those *Capital Improvements*, unless a written agreement is made, pursuant to Idaho Code §67-8209(3) as amended, for credit or reimbursement.

MANUFACTURED/MOBILE HOME: The same meaning provided in Idaho Code §67-8203.

MODULAR BUILDING: The same meaning provided in Idaho Code §39-4301.

PRESENT VALUE: The same meaning provided in Idaho Code §67-8203.

PROJECT: The same meaning provided in Idaho Code §67-8203.

PROJECT IMPROVEMENTS: The same meaning provided in Idaho Code §67-8203.

PROPORTIONATE SHARE: The same meaning provided in Idaho Code §67-8203.

PUBLIC FACILITIES: Land, buildings and equipment used for fire protection, emergency medical and rescue, and water supply production, storage and distribution facilities which have a useful life of ten (10) years or more.

RECREATIONAL VEHICLE: The same meaning provided in Idaho Code §67-8203.

SERVICE AREA: The area within the *City* in which specific *Public Facilities* provide *District* service to *Development* within the areas defined, based on sound planning or engineering principles, or both. For purposes of this Chapter, there is one *Service Area* encompassing all the *City*.

SERVICE UNIT: A standardized measure of consumption, use, generation, or discharge attributable to an individual unit of *Development* calculated in accordance with generally accepted engineering or planning standards for a particular category of *Capital Improvements*.

SYSTEM IMPROVEMENTS: *Capital Improvements* to *Public Facilities*, in contrast to *Project Improvements*, which are designed to provide service to a *Service Area*. For the purpose of this Chapter, *System Improvements* are for *District Capital Facilities*.

SYSTEM IMPROVEMENTS COSTS: The same meaning provided in Idaho Code §67-8203.

19.10.040: IMPOSITION OF FIRE AND EMS IMPACT FEE:

- A. **Imposition of Fire and EMS Impact Fee.** A *Fire and EMS Impact Fee* is hereby assessed on all new *Development* in the *City*.
- B. **Calculation of Fee and Adoption of Fee Schedule.** Unless an exemption is contained in this section, *Fire and EMS Impact Fees* will be calculated in accordance with the fee schedule contained in the *Capital Improvements Plan* providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the *Development Approval*. The methodology for determining the costs per *Service Unit* provided for in the fee schedule must be set forth in the *Capital Improvements Plan*. The fee schedule will be adopted by resolution of the City Council and will be updated annually for inflation based on the Engineering News-Record Index.
1. A *Fee Payer* may claim an exemption from the *Fire and/or EMS Impact Fee* at the time of filing a *Building Permit* or manufactured home installation application as provided in Section 19.10.050. Any exemption that is not requested at the time of application filing is waived by the *Fee Payer*.
 2. The *Fee Payer* may request an individual assessment of *Fire and/or EMS Impact Fees* as provided in Section 19.10.060 in lieu of paying the impact fees contained in the fee schedule.
 3. If the *City* assesses an *Extraordinary Impact* fee for a *Development* under Municipal Code Section 19.04.120, the *City* will refer the application to the Districts for a determination of whether the *Development* also creates an *Extraordinary Impact* for the *District(s)*. In that event, the *Fire and/or EMS Impact Fee* will be established as provided in Section 19.10.070.
 4. A *Fee Payer* may claim a credit as provided in Section 19.10.080. A credit that is not claimed at the time of application filing is waived by the *Fee Payer*.

19.10.050: EXEMPTIONS:

- A. **Exemptions.** The provisions of this Chapter do not apply to the following:
1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;
 2. Remodeling or repairing a structure which does not increase the number of *Service Units*;

3. Replacing a residential unit, including a *Manufactured/Mobile Home*, with another residential unit on the same lot; provided that, the number of *Service Units* does not increase;
 4. Placing a temporary construction trailer or office on a lot;
 5. Constructing an addition on a residential structure which does not increase the number of *Service Units*;
 6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of *System Improvements*;
 5. The installation of a *Modular Building, Manufactured/Mobile Home or Recreational Vehicle* if the *Fee Payer* can demonstrate by documentation such as utility bills and tax records that either: (a) a *Modular Building, Manufactured/Mobile Home or Recreational Vehicle* was legally in place on the lot or space prior to the effective date of this Chapter; or (b) *Fire and/or EMS Impact Fees* has been paid previously for the *Modular Building, Manufactured/Mobile Home or Recreational Vehicle* on that same lot or space; or
 6. Construction or *Development* by taxing districts as defined in Idaho Code §63-201 and public charter schools as defined in Idaho Code §33-502A are exempt from paying *Fire and EMS Impact Fees*.
- B. **Claiming an Exemption.** An exemption from *Fire and/or EMS Impact Fee* must be claimed by the *Fee Payer* when applying for a *Building Permit* or manufactured home installation permit. Any exemption not claimed at the time of application is waived by the *Fee Payer*. The *City* will deliver exemption applications to the *District(s)* who must determine if the *Development* is exempt within ninety (90) days of receipt.

19.10.060: INDIVIDUAL ASSESSMENT:

- A. **Requesting an Individual Assessment.** In lieu of calculating the amount of the *Fire and/or EMS Impact Fee* using the adopted fee schedule, a *Fee Payer* may file a request with the *City*, at the time of permit application, that the amount of the required impact fees be determined by the *District(s)* through an individual assessment process for the proposed *Development*.
- B. **Required Information.** A request for an individual assessment involves a consideration of studies, data, and any other relevant information submitted by the *Fee Payer* to adjust the amount of the *Fire and/or EMS Impact Fee*. If a *Fee Payer* files a request for the use of an individual assessment, the *Fee Payer* is responsible for retaining, at the *Fee Payer's* expense, a qualified professional to prepare an individual assessment that complies with the requirements of this Chapter. The information provided by the *Fee Payer* must establish that the resulting individual assessment complies with the requirements of this Chapter and that the resulting individual assessment is a more accurate measure of its *Proportionate Share* of the cost of *System Improvements*. The analysis must be based on the *Districts'* adopted levels

of service, the unit costs for *System Improvements* used in the *Capital Improvement Plan* and be based on an average cost (not a marginal cost) methodology.

- C. **Timeline for Review.** Upon filing of a request for individual assessment, the *City* will transmit the request to the *District(s)* for review. The *District(s)* must issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the *Fee Payer* unless the *Fee Payer* agrees to an extension. The *District* may accept or reject the individualized assessment or accept the assessment in part based on the *District's* evaluation of whether the individual assessment is a more accurate measure of demand for *System Improvements* element(s) created by the proposed *Development Approval*
- D. **Final Determination by the District.** The *District* must provide a final written determination of the requested individual assessment to the *Fee Payer* and the *City*. The evaluation will document the relevant methodologies and assumptions used and include an explanation of the calculation of the *Fire and/or EMS Impact Fee*, specify the *System Improvement(s)* for which the *Fire and/or EMS Impact Fee* is intended to be used, and include an explanation of those factors identified in Idaho Code § 67-8207.
- F. **Assessment of Individual Impact Fee.** Upon receipt of the final determination from the *District*, the *City* will assess the *Fire and/or EMS Impact Fee* for the *Development Approval* using the calculation contained in the *District's* final determination.

19.10.070: EXTRAORDINARY IMPACTS:

- A. **Initial Determination of Potential Extraordinary Impact.** If the *City* determines that a *Development Approval* will create an *Extraordinary Impact* for assessing its own impact fees under Municipal Code Title 19, the *City* will submit the application to the *Districts* along with the *City's* determination. The *Districts* must then review the application and determine whether the *Development* will create an *Extraordinary Impact*. Unless the *Fee Payer* agrees to a longer time, the *District* must notify the *Fee Payer* and the *City*, within thirty (30) days after *District's* receipt of the application, whether the *District* believes that the *Development* creates an *Extraordinary Impact*.
- B. **Establishment of Impact Fee if No Extraordinary Impact.** If the *District* does not believe that the *Development* creates *Extraordinary Impact*, or if the *District* does not respond within the time allowed, the *City* will assess the *Fire and/or EMS Impact Fees* calculated in accordance with the adopted fee schedule. If the *District(s)* believes that the *Development* creates an *Extraordinary Impact*, the *District(s)* must include in its notice a statement that the potential impacts of such *Development Approval* on *System Improvements* are not adequately addressed by the *Capital Improvements Plan*, and that a supplemental study, at the *Fee Payer's* expense, will be required.
- C. **Meeting with Fee Payer.** Within thirty (30) days after the *District's* notice to the *City* and *Fee Payer* that the *Development* application may create *Extraordinary Impact*, the *District(s)* must meet with the *Fee Payer* to discuss whether the *Fee Payer* wants to:

1. Pay for the supplemental study necessary to determine the *System Improvements Costs* related to the proposed *Development Approval*;
2. Modify the proposal to avoid generating *Extraordinary Impact*; or
3. Withdraw the application.

D. **Additional Study.** If the *Fee Payer* agrees to pay for a supplemental study required to document the proposed *Development Approval's Proportionate Share of System Improvements Costs*, then the *District(s)* and the *Fee Payer* will jointly select a consultant to perform the study. The *Fee Payer* must agree to enter into a written agreement with the consultant to pay the costs of the study. The agreement must require the supplemental study be completed within thirty (30) days from the date the agreement is executed unless the *Fee Payer* agrees to a longer time.

E. **Results of Study.** Once the study is completed, the *Fee Payer* may choose to:

1. Pay the *Proportionate Share of System Improvements Costs* documented by the supplemental study;
2. Modify the proposed *Development* to reduce such costs; or
3. Withdraw the application.

If the *Fee Payer* agrees to pay the *System Improvements Costs* documented in the supplemental study, the *Fee Payer* and *District(s)* will provide the *City* a signed written agreement indicating that both parties accept results of the supplemental study and agree to the amount of the *Fire and/or EMS Impact Fees* to be assessed.

19.10.080: CREDITS AND REIMBURSEMENT:

A. **Credits.** A credit or reimbursement may be claimed for the *Present Value* of any *System Improvements* constructed by the *Fee Payer*, or for the *Present Value* of any dedication of land or money required by the *District(s)* towards a *System Improvement* of the category for which the *Fire and/or EMS Impact Fee* is collected including *System Improvements* paid for by the *Fee Payer* as a part of a local improvement district. Credit will also be given for the *Present Value* of all tax and user fee revenue paid by the *Fee Payer* within the *Service Area* that was assessed and used by the *District(s)* for *System Improvements* of the category for which the *Fire and/or EMS Impact Fee* is collected. Alternatively, a *Fee Payer* may request a reimbursement of *Fire and/or EMS Impact Fees* paid as provided by this Section.

B. **Limitations.** Credits or reimbursements against a *Fire and/or EMS Impact Fee* will not be given for *Project Improvements*. Credits issued for one *Capital Improvements Element* may not be used to reduce the impact fee due for a different *Capital Improvement*.

C. **Requesting a Credit or Reimbursement.** To request a credit or reimbursement against a *Fire and/or EMS Impact Fee*, a *Fee Payer* must submit a request to the *District(s)* to negotiate an agreement concerning the amount of the credit or reimbursement as required by Idaho Code §67-8209(4) prior to submitting a *Building Permit* application with the *City*. The request

should provide sufficient detail to allow the *District(s)* to determine whether a credit or reimbursement is warranted.

- D. Evaluation and Agreement.** After receipt of the written request for credit or reimbursement, the *District(s)* must review the request and determine whether the land or *System Improvements* meet the requirements of this Section and Idaho Code §67-8209. If a credit or reimbursement is due, the *District(s)* and the *Fee Payer* will negotiate an agreement, in good faith, setting forth the amount of credit or reimbursement due the *Fee Payer*, the time and form of the credit or reimbursement, and a term not exceeding ten (10) years. The *District(s)* must complete its review and determination of an application within thirty (30) days after receipt of an application for credit or reimbursement.
- E. Valuation.** Credit or reimbursement will be given for the *Present Value* of the land dedication or improvement as follows:
1. Credit for qualifying land dedications will, at the *Fee Payer's* option, be valued at one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor, or the fair market value established by a private appraiser acceptable to the *District(s)* in an appraisal paid for by the *Fee Payer*.
 2. Credit for qualifying acquisition or construction of *System Improvements* will be valued by the *District(s)* at the *Present Value* of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the *Fee Payer* to the *District(s)*. The *District(s)* will determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the *District(s)* as a more accurate measure of the value of the offered *System Improvements* to the *District(s)*.
- F. Credits Exceeding Fee Amounts Due.** If the credit due to a *Fee Payer* exceeds the *Fire and/or EMS Impact Fee* that would otherwise be due from the *Fee Payer* pursuant to this Chapter, the *Fee Payer* may choose to receive such credit in the form of either: (a) a credit against future *Fire and/or EMS Impact Fees* for the same category of *System Improvements*; or (b) a reimbursement from *Fire and/or EMS Impact Fees* paid by future *Development Approval* that impacts the *System Improvements* contributed or dedicated by the *Fee Payer*.
- G. Final Determination of Credit and Payment of Reimbursement.** The *District(s)* determination of whether a credit or reimbursement is due is final and the *District(s)* is solely responsible for the determination and payment of any reimbursement to the *Fee Payer*.

19.10.090: PAYMENT OF FEES.

- A. Payment of Impact Fee.** The *Fire and/or EMS Impact Fees* assessed by this Chapter will be paid to the *City* at the times listed in Municipal Code Section 19.04.040. The *Fire and/or EMS Impact Fees* will be calculated by the *City* based on the *Fee Schedule* in effect at the time the application is submitted.
- B. Transfer of Collected Fees to Districts.** All *Fire and/or EMS Impact Fees* collected by the *City* will be transferred to the *District(s)* monthly.

- C. **Certification of Amount.** After the *Fire and/or EMS Impact Fees* for a proposed *Development Approval* have been calculated as authorized by this Chapter, the *Fee Payer* may request that the *City* or *District(s)*, whichever calculated the fee, provide a certification of the amount of *Fire and/or EMS Impact Fees* for that *Development*. Within thirty (30) days after receiving such request, the *City* or *District(s)*, whichever calculated the fee, will issue a written certification to the *Fee Payer* of the amount of the *Fire and/or EMS Impact Fees* due for the *Development*. The certification will be binding so long as there is no material change to the *Development* or to the adopted impact fee schedule prior to the issuance of permits. The certification must include an explanation of the calculation of the *Fire and/or EMS Impact Fees* impact fee including an explanation of factors considered under Idaho Code §67-8207 and specify the *System Improvement(s)* for which the *Fire and/or EMS Impact Fees* are intended to be used.
- D. **Payment Under Protest.** *Development Approval* will not be granted until the required *Fire and/or EMS Impact Fees* have been paid. The *Fee Payer* may elect to pay the fees under protest and seek a refund from the *District(s)*.

19.10.100: METHODOLOGY FOR THE CALCULATING FIRE/EMS IMPACT FEES:

Fire and/or EMS Impact Fees must be based on a study, prepared by the *District(s)*, in accordance with generally accepted accounting principles, meeting the requirements of Idaho Code §67-8207 and *Capital Improvement Plan* prepared by the *District(s)* meeting the requirements of Idaho Code §67-8208.

19.10.110: REFUNDS:

The *District(s)* must refund *Fire and/or EMS Impact Fees* to the *Fee Payer*, or their successor in interest, within 90 days of a request by the *Fee Payer*, or their successor in interest, for a refund if a refund is required under Idaho Code §67-8211. The refund must include interest as provided in Idaho Code §67-8211(3).

19.10.120: DISTRICT ACCOUNTING FOR IMPACT FEES:

- A. **Trust Account.** Prior to the *City* transferring *Fire and/or EMS Impact Fees* to the *District(s)*, each *District* must establish one or more trust accounts, meeting the requirements of Idaho Code §67-8210(1). Upon confirmation that each *District* has established the necessary trust accounts, the *City* will begin remitting *Fire and/or EMS Impact Fees* to the *District*. Each *District* must maintain an impact fee trust account while the *City* is collecting impact fees on their behalf.
- B. **Expenditures.** All expenditures of *Fire and/or EMS Impact Fees* by the *District(s)* must be in accordance with Idaho Code §67-8210.
- C. **Annual Capital Budget.** Each *District* must annually adopt a capital budget.

- D. **Review and Modification of Capital Improvement Plans.** Each *District* will, at a minimum, update and revise its *Capital Improvement Plan* as required by Idaho Code §67-8208(2).
- E. **Audit.** Each *District* must, as part of their annual audit process, prepare an annual report meeting the requirements of Idaho Code §67-8210(3). A copy of the report must be provided to the *City*.

19.10.130: APPEALS, PROTEST, AND MEDIATION:

- A. **Filing an Appeal.** Any *Fee Payer* that is required to pay a *Fire and/or EMS Impact Fee*, or that claims a right to receive a refund, reimbursement, exemption, or credit under this Chapter, and who is dissatisfied with a decision made either by the *City* or by the *District(s)* may appeal such decision by filing a written notice of appeal with the *District* within thirty (30) days after the date of the decision, or the date on which the *Fee Payer* submitted a payment of the *Fire and/or EMS Impact Fee* under protest, whichever is later. The appeal request must include a statement describing why the *Fee Payer* believes that the appealed decision was in error, together with copies of any documents that the *Fee Payer* believes support the claim. A copy of the appeal must also be provided to the *City* at the time of filing the appeal.
- B. **Evaluation of Appeal.** The *District(s) Board of Commissioners* must hear the appeal within sixty (60) days after receipt of a written notice of appeal. The *Fee Payer* may be present and present evidence in support of the appeal. The *City* and *District* may also present and present evidence in support of the decision. The *Fee Payer* has the burden of establishing that the decision was in error. The criteria to be used by the *Board of Commissioners* in considering the appeal is:
 1. Whether the decision or interpretation made by the *City* or *District* or the alternative decision or interpretation offered by the *Fee Payer*, more accurately reflects the intent of this Chapter that new *Development Approval* in the *City* pay its *Proportionate Share* of the costs of *System Improvements* to *District* facilities; and
 2. Whether the Chapter has been correctly applied.

The *Board of Commissioners* must issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal. The decision of the *Board of Commissioners* is the final decision on the matter and the *City* will be bound by the decision regarding the amount of impact fees to be paid.

- C. **Mediation.** The *Fee Payer* and the *District(s)* may elect to mediate any disagreement related to the payment of *Fire and/or EMS Impact Fees* by a qualified independent mediator. The mediation may take place at any time during the appeal process and the costs will be split equally between the *Fee Payer* and the *District(s)*. The *City* will be bound by any agreement reached at mediation regarding the amount of impact fees to be paid.

SECTION 2. 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 3. 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 4. 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 shall be in full force and effect on and after September 1, 2022.

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 June ___ 2022.

APPROVED, ADOPTED and SIGNED this day of June, 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], which provides for a new chapter to provide development impact fees for fire and emergency services; providing authority and purpose; providing for imposition of impact fees; providing for exemptions, individual assessments, and extraordinary impacts; providing methodology for calculating fees; providing for payments, refunds, credits, and reimbursements; providing for appeals, protests, and mediation; 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 June, 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 a new chapter to provide development impact fees for fire and emergency services; providing authority and purpose; providing for imposition of impact fees; providing for exemptions, individual assessments, and extraordinary impacts; providing methodology for calculating fees; providing for payments, refunds, credits, and reimbursements; providing for appeals, protests, and mediation, 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 June, 2022.

Warren J. Wilson, *City Attorney*

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:14 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: FY 2022 Amendment No. 2 Ordinance

ITEM AND RECOMMENDED ACTION:

The budget amendment ordinance updates spending for various wastewater projects and authorizes a building/electrical inspector to 1.0 FTE from 0.5 FTE.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

5/17/2022

APPROVED OR DIRECTION GIVEN:

Mayor and Council authorized staff to return to the next council meeting with a budget amendment ordinance.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$173,452,546

BUDGET CODE:

Various

CITY OF POST FALLS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1449 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Section 1. That the sum of \$5,521,903 from unexpected revenues and unappropriated fund balances, be, and the same is hereby appropriated to defray the additional necessary expenses and liabilities of the City of Post Falls, Kootenai County, Idaho for the fiscal year beginning October 1, 2021, thereby amending and superseding prior appropriations contained in Ordinance 1449 of the City.

Section 2. Purposes and Amounts of Appropriation. That the objects and purposes for which such additional appropriations are made, and the amounts of such supplemental appropriations are as follows, after accounting for receipt of unscheduled revenues and authorizing expenditure of previously unappropriated fund balances:

ADDITIONAL REVENUES/FUNDING RESOURCES

GENERAL FUND:	
FUND BALANCE REBUDGETED	\$ 20,903
TOTAL GENERAL FUND RESOURCES	<u>\$ 20,903</u>
ENTERPRISE FUNDS:	
CONTRIBUTED CAPITAL/CAP FEES	\$ 554,000
OTHER FINANCING SOURCES	\$ 2,947,000
FUND EQUITY REBGTD/BOND	<u>\$ 2,000,000</u>
TOTAL ENTERPRISE FUND RESOURCES	\$ 5,501,000
TOTAL PROPOSED REVENUES.....	\$ 5,521,903

ADDITIONAL EXPENDITURES AUTHORIZED

GENERAL FUND:	
BUILDING	\$ 20,903
TOTAL GENERAL FUND	<u>20,903</u>
ENTERPRISE FUNDS:	
SEWER (OPERATING)	\$ 2,000,000

SEWER CONST - WWTP	\$ 3,501,000
TOTAL CAPITAL PROJECTS FUND EXPEND	<u>\$ 5,501,000</u>

TOTAL PROPOSED EXPENDITURES..... \$ 5,521,903

Section 3. Tax Levy unaffected. That the tax levy established for the City of Post Falls for the Fiscal year beginning October 1, 2021, shall be unaffected by this ordinance.

Section 4. Amendment of Prior Appropriation Ordinance. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended and superseded to the extent of such conflict to conform to the appropriations made by this ordinance. The total appropriated expenditures for the Fiscal year beginning October 1, 2021, as amended by this ordinance, shall be as follows:

AMENDED AUTHORIZED EXPENDITURES/EXPENSES

GENERAL FUND:

ADMINISTRATION	
FINANCE	
CITY CLERK	
LEGAL SERVICES	
COMMUNITY DEVELOPMENT	
SAFETY	
PUBLIC WORKS	
PARKS & RECREATION	
CAPITAL IMPROVEMENTS/CONTRACTS	
PERSONNEL	
PERSONNEL POOL	
ANNEXATION FEE ACCOUNT	
TOTAL GENERAL FUND.....	36,989,252

SPECIAL REVENUE FUNDS:

COMPREHENSIVE LIABILITY INSURANCE	
STREET LIGHTS	
911 SUPPORT	
DRUG SEIZURE	
SPECIAL EVENTS	
CEMETERY CAPITAL IMPROVEMENT	
TOTAL SPECIAL REVENUE FUND EXPENDITURES.....	1,249,504

CAPITAL PROJECTS FUNDS:

FACILITY RESERVE ACCOUNT	
CAPITAL IMPROVEMENTS	
TOTAL CAPITAL PROJECTS FUND EXPENDITURES.....	32,725,984

DEBT SERVICE FUNDS:

LID DEBT SERVICE	
TOTAL DEBT SERVICE FUND EXPENDITURES.....	528,150

ENTERPRISE FUNDS:

SEWER	
SANITATION	
WATER	
TOTAL ENTERPRISE FUND EXPENSES.....	101,959,656

TOTAL ALL FUND EXPENDITURES/EXPENSES..... 173,452,546

Section 5. This ordinance shall take effect and be in full force upon its passage, approval and publication of a summary of the ordinance in one issue of the Post Falls Press, a newspaper of general circulation in the City of Post Falls, and the official newspaper of said City.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Post Falls, Kootenai County, Idaho at a convened meeting of the City of Post Falls City Council held on the 7th day of June, 2022.

RONALD G. JACOBSON, MAYOR

ATTEST:

SHANNON HOWARD, CITY CLERK

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 6/1/2022 8:38 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Smock Vacation Ordinance File No. VACA-0001-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinance Agenda, City Council authorizes the Mayor to sign the Ordinance Agreement for the Smock Vacation.

DISCUSSION:

On November 2, 2021 a public hearing was held before the City Council. After receiving testimony and hearing the staff report, the Council approved the requested vacation of a portion of the 6th Ave. Rights-of-Way and alleyway bound between N. Catherine St., N. Spokane St., W. 7th Ave., and W. 6th Ave.

The legal description within the Ordinance needed some correction, this updated Ordinance will Supersede the previously approved/recorded Ordinance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ORDINANCE NO. _____

**RIGHT OF WAY VACATION
SMOCK VACATION (File No. VACA-0001-2021)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF RIGHTS OF WAY SITUATED IN THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED RIGHT OF WAY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, this Ordinance supersedes the previously recorded Ordinances, Instrument Number 2882766 corrects 2879850, to correct typos within Section 1.

WHEREAS, the owners of the real property south of W 7th Ave. and west of N. Spokane St., and north of W 6th Ave. have petitioned the City to vacate the Alley and 6th Ave right of way adjacent to their property as described herein; and

WHEREAS, on the 2nd day of November 2021 the City Council conducted a public hearing to receive public comment on the proposed vacation of the subject rights of way;

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

SECTION 1: That the Alley and 6th Ave. right of way described on the attached Exhibit “A”, which is situated in the North-South Alley in Block 6, the East-West Alley in Block 6 and a Portion of 6th St adjoining the Southerly Line of Block 6 of the Plat of Shanks-Boyd addition according to the Plat Thereof Recorded in Book B of Plats, Page 62, Records of Kootenai County, Idaho; Located in the West Northwest Quarter of Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho is hereby vacated.

SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning

ordinances and use regulations, of record or in view; as depicted on the attached Exhibit "A".

SECTION 2: That the above described right of way be vacated to the adjacent property owner.

SECTION 3: All provisions of the current Municipal Code of the City of Post Falls or ordinances of the City of Post Falls which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

SECTION 5: This ordinance shall be in full force and effect upon its passage and publication according to law in the official newspaper of general distribution in the City. Enacted by the city council as an ordinance of the City of Post Falls on this ____ day of _____, 2022.

Approved by the Mayor on the ____ day of _____, 2022.

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF RIGHTS OF WAY SITUATED IN THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED RIGHT OF WAY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

LEGAL DESCRIPTION – VACATED ALLEY 6th AVE ROW:

THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 20.00 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHEAST CORNER OF LOT 21 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 20.00 FEET TO THE NORTHWEST CORNER OF LOT 15 OF SAID BLOCK 6; THENCE SOUTH 89°02'32" EAST 180.00 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHEAST CORNER OF LOT 10 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 15 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST, ALONG THE SOUTHERLY EXTENDED WEST LINE OF SAID BLOCK 6, A DISTANCE OF 40.00 FEET TO THE RIGHT OF WAY FENCE OF INTERSTATE 90; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 89°32'04" EAST 32.98 FEET; THENCE NORTH 84°41'59" EAST 20.08 FEET; THENCE NORTH 74°10'45" EAST 20.32 FEET; THENCE NORTH 54°47'33" EAST 7.91 FEET; THENCE NORTH 38°46'29" EAST 33.50 FEET, TO THE SOUTH LINE OF LOT 9 OF SAID BLOCK 6; THENCE LEAVING SAID RIGHT OF WAY FENCE NORTH 89°02'32" WEST 31.16 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF SAID BLOCK 6; THENCE NORTH 00°57'28" EAST 270.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 17,458 SQUARE FEET, MORE OR LESS

The forgoing is a summary of Ordinance No. [Category]. This Ordinance was passed on the ____ day of June, 2022. The full ordinance is on file with the City Clerk and will be promptly provided to any citizens on personal request. Dated this ____ day of June, 2022.

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, hereby certify that I have examined the attached summary and find the foregoing is a true and complete summary of Ordinance No. [Category] and provides adequate notice of the contents of this Ordinance to the public.

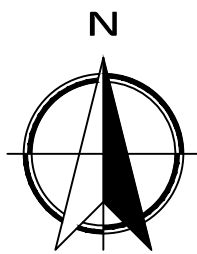
Dated this ____ day of June, 2022.

Warren J. Wilson, City Attorney

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°02'32"W	20.00'
L2	S0°57'28"W	20.00'
L3	S0°57'28"W	40.00'
L4	N89°32'04"E	32.98'
L5	N84°41'59"E	20.08'
L6	N74°10'45"E	20.32'
L7	N54°47'33"E	7.91'
L8	N38°46'29"E	33.50'
L9	N89°02'32"W	31.16'



N. SPOKANE ST.



H-Scale 1" = 60'



LEGAL DESCRIPTION

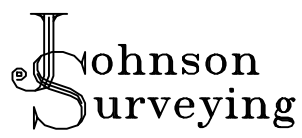
THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 20.00 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 21 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 20.00 FEET TO THE NORTHWEST CORNER OF LOT 15 OF SAID BLOCK 6; THENCE SOUTH 89°02'32" EAST 180.00 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 15 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST, ALONG THE SOUTHERLY EXTENDED WEST LINE OF SAID BLOCK 6, A DISTANCE OF 40.00 FEET TO THE RIGHT OF WAY FENCE OF INTERSTATE 90; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 89°32'04" EAST 32.98 FEET; THENCE NORTH 84°41'59" EAST 20.08 FEET; THENCE NORTH 74°10'45" EAST 20.32 FEET; THENCE NORTH 54°47'33" EAST 7.91 FEET; THENCE NORTH 38°46'29" EAST 33.50 FEET, TO THE SOUTH LINE OF LOT 9 OF SAID BLOCK 6; THENCE LEAVING SAID RIGHT OF WAY FENCE NORTH 89°02'32" WEST 31.16 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF SAID BLOCK 6; THENCE NORTH 00°57'28" EAST 270.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 17458 SQUARE FEET, MORE OR LESS

RIGHT OF WAY VACATION - EXHIBIT A

PORTIONS OF BLOCK 6, SHANKS-BOYD ADDITION
 NW 1/4, SEC. 3, T. 50 N., R. 5 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: JAN. 2021	DRAFTED BY: DTL	PLOT DATE: 3/30/2021	SHEET 1 / 1
FILE NAME: 21-013 VACATION	CHECKED BY: CJJ	PROJECT No.: 21-013	

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

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:16 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Quinn, Parks Planner
SUBJECT: Approval to Bid Cecil Rd Frontage Improvements Along Sports Complex Site

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes staff to advertise for bids for the road frontage improvements on Cecil Rd, adjacent to the Tullamore Sports Complex site.

DISCUSSION:

On September 15, 2020, City Council adopted the Tullamore Sports Complex Master Plan. Additionally, Council has approved contracts for the mass grading plan, mass grading construction, and the phase 1 design contract. The site's mass grading construction was completed in November 2021. The requested bidding approval for the Cecil Rd frontage is part of the phase 1 design contract.

The road frontage improvements will expand Cecil Rd to full width, curbing, swales, street lighting, multi-use paths, ADA ramps, landscaping, and irrigation. The road frontage subgrade was set and prepped for future improvements during the mass grading construction. The current subgrade conditions are good condition and ready for continued development. Constructing the Cecil Rd frontage improvements will help facilitate traffic from adjacent development, secure the sports complex site for future construction, and keep the project on track with the Council-approved timeline.

There is no fiscal impact at this time. The future construction contract will be brought back to the Council for approval and funded through Park Impact Fees

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

November 17, 2020 - Tullamore Sports Complex Mass Grading Plan July 20, 2021 - Tullamore Sports Complex Mass Grading Recommendation to award the contract December 7, 2021 - Tullamore Sports Complex Phase 1 Design Contract

APPROVED OR DIRECTION GIVEN:

Council approved or directed staff to proceed with the previous items.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A for bidding. The future construction contract would be funded through Park Impact Fees.

BUDGET CODE:

N/A

TULLAMORE SPORTS COMPLEX PHASE I - BID PACKAGE 1

SHEET INDEX

- 1 COVER
- C0.0 TITLE SHEET
- C0.1 SURVEY CONTROL
- C0.2 NOTES
- C1.0 EROSION & SEDIMENT CONTROL PLAN
- C2.0 PAVING PLAN SOUTH
- C2.1 PAVING PLAN NORTH
- C2.2 PAVING DETAILS
- C3.0 PVMT MARKING AND SIGNAGE
- C4.0 DETAILS
- C4.1 DETAILS
- L-1 OVERALL LANDSCAPE PLAN
- L-2 LANDSCAPE PLAN
- L-3 LANDSCAPE PLAN
- LD-1 DETAILS

BASE BID AND ALTERNATE DESCRIPTIONS

- BASE BID - WORK INCLUDES ROAD AND FRONTAGE IMPROVEMENTS TO CECIL ROAD FOR THE TULLAMORE SPORTS COMPLEX PHASE I, INCLUDING: STREET ASPHALT AND CURB FOR THE EAST HALF OF CECIL RD, STRIPING AND PAVEMENT MARKINGS FOR THE FULL CECIL ROAD SECTION, UTILITY STUBS, AND LANDSCAPE AND IRRIGATION.
- ALTERNATE A: TURFGRASS SOD FOR FRONTAGE TURF IN PLACE OF SEED.

CONSULTANT TEAM

LANDSCAPE ARCHITECT: Michael Terrell - Landscape Architecture, PLLC
 1421 N. Meadowood Lane, Suite 150
 Liberty Lake, Washington 99019
 (509) 922-7449
 Contact: Michael Terrell, ASLA

CIVIL ENGINEER/SURVEYOR: T-O Engineers
 1717 S. Rustle Street, Suite 201
 Spokane, Washington 99224
 (509) 508-0023
 Contact: Robyn Lashbrook, PE

OWNER: City of Post Falls, Parks & Recreation
 408 N Spokane St
 Post Falls, ID 83854
 (208) 773-0539
 Contact: Robbie Quinn, PLA

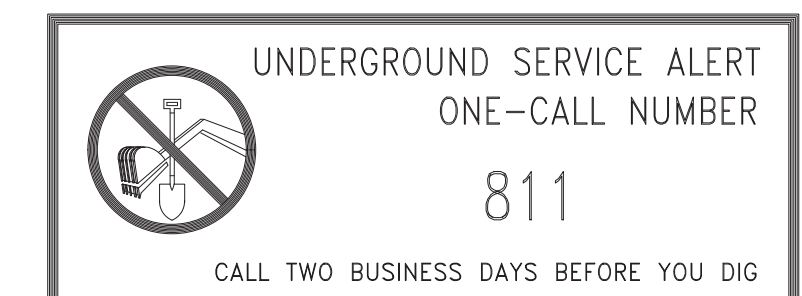


VICINITY MAP

NTS

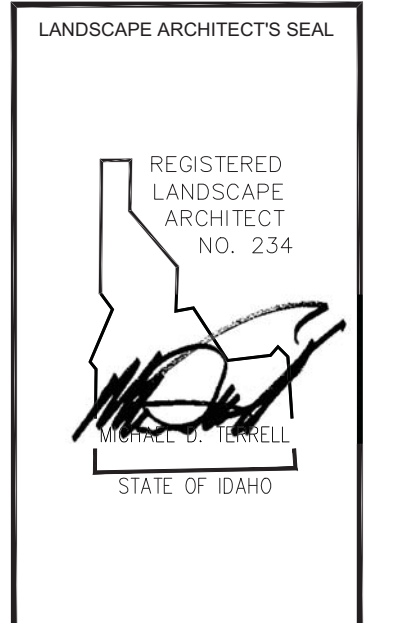


**TULLAMORE SPORTS COMPLEX
 PHASE I - BID PACKAGE 1**
 POST FALLS, ID



Michael Terrell
 Landscape Architecture, PLLC
 1421 N. Meadowood Lane
 Suite 150
 Liberty Lake, WA
 (509) 922-7449

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TULLAMORE SPORTS COMPLEX
 PHASE I - BID PACKAGE 1
 W. PRAIRIE AVE, POST FALLS, ID
COVER

REVISION	DATE

JOB NUMBER	21-065
DATE	6/15/2022
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #
1

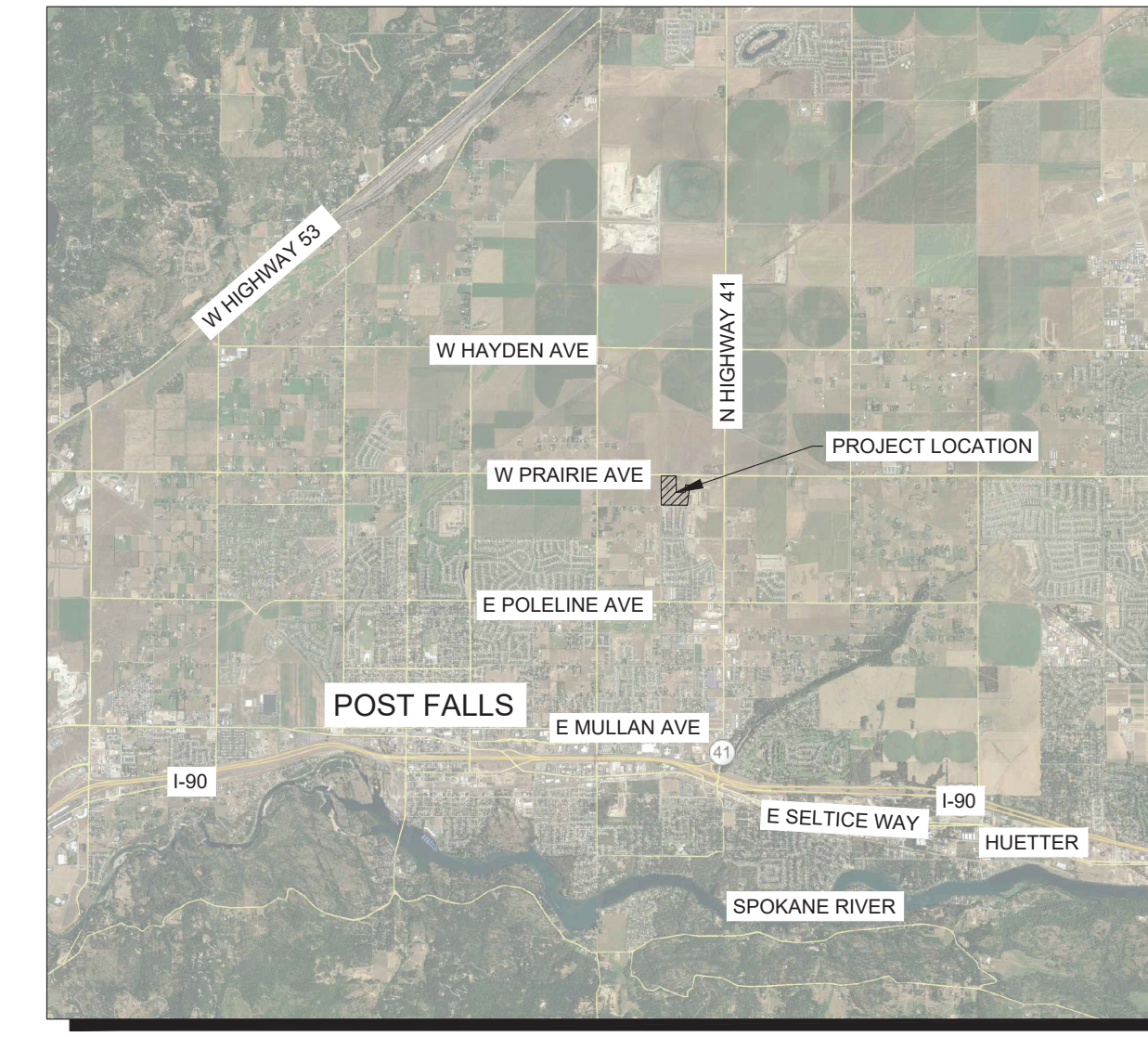
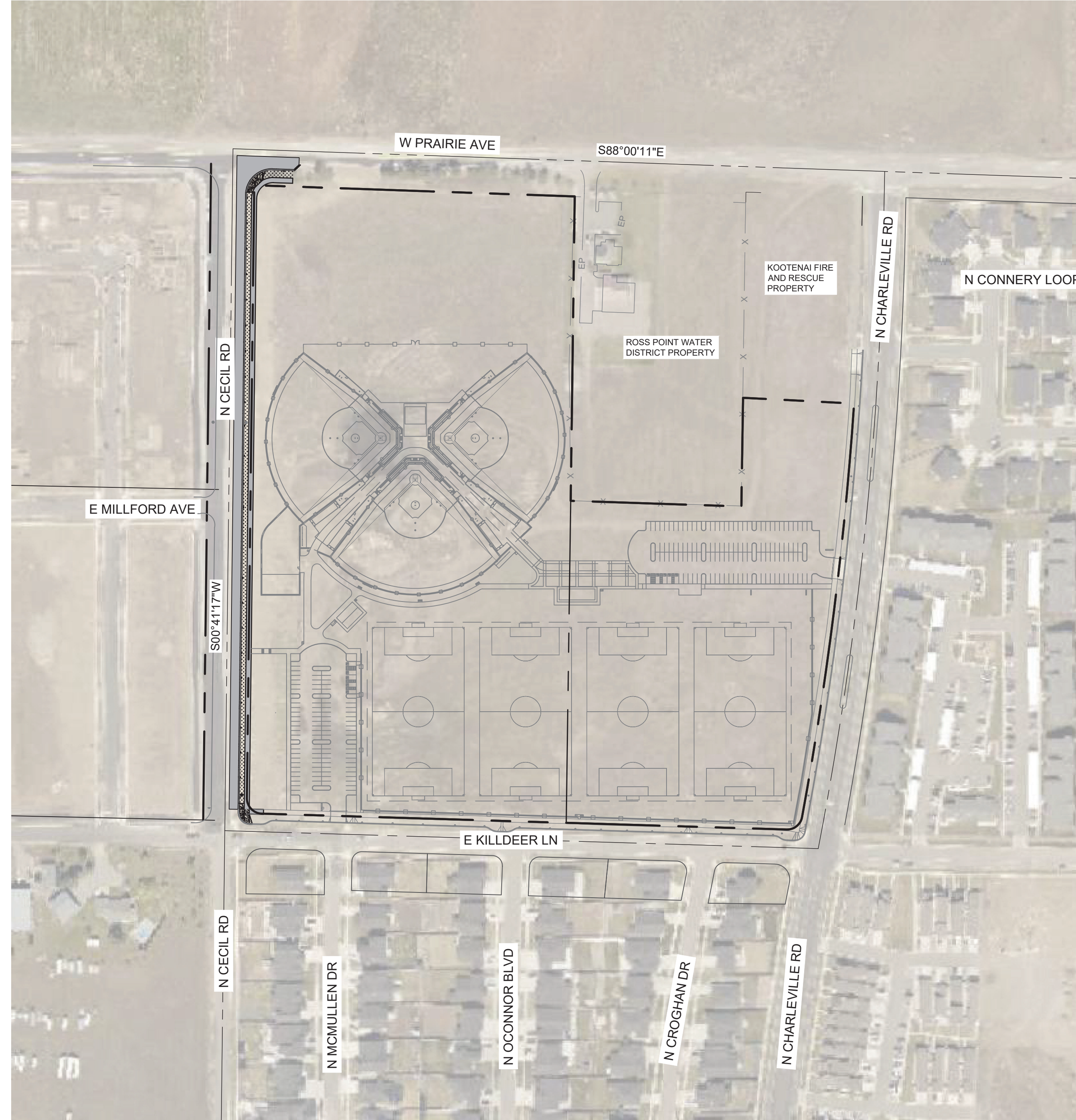
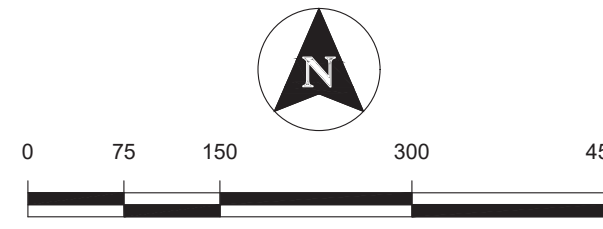
811 CALL BEFORE YOU DIG!
CALL DIGLINE INC.
PRIOR TO COMMENCING
UNDERGROUND WORK
DIAL: 811

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.



CONSTRUCTION DRAWINGS FOR TULLAMORE SPORTS COMPLEX BID PACKAGE 1

A PORTION OF SECTION 25
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN
KOOTENAI COUNTY, IDAHO
2022



VICINITY MAP
N.T.S.

SHEET INDEX	
C0.0	TITLE SHEET
C0.1	SURVEY CONTROL
C0.2	NOTES
C1.0	EROSION & SEDIMENT CONTROL PLAN
C2.0	PAVING PLAN SOUTH
C2.1	PAVING PLAN NORTH
C2.2	PAVING DETAILS
C3.0	PVMT MARKING AND SIGNAGE
C4.0	DETAILS
C4.1	DETAILS

LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	EXISTING SEWER MAIN
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR

UTILITY REPRESENTITIVES			
UTILITY	AGENCY	REPRESENTATIVE	PHONE
ELECTRICITY	KOOTENAI ELECTRIC CO.	JESSE HOLDERMAN	(208) 292-3232
GAS	AVISTA UTILITIES	TODD NEU	(208) 435-6480
FIBER AND TELEPHONE	ZIPLY FIBER	RONALD HELMICK	(208) 664-7126
FIBER	SPECTRUM/CHARTER	THOMAS GWIN	(208) 714-1170
SEWER	CITY OF POST FALLS	ADAM TATE	(208) 457-3355
WATER	ROSS POINT WATER DISTRICT	DAN SELDEN	(208) 773-1120

NOTICE TO CONTRACTORS

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE POST FALLS HIGHWAY DISTRICT, THE CITY OF POST FALLS, AND THE DESIGN CONSULTANT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

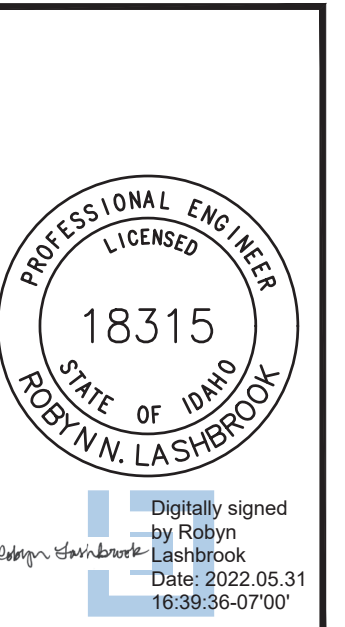
UNAUTHORIZED CHANGES & USES: THE DESIGN CONSULTANT PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

RTO ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
7795 N. MEADOWLAKE WALK, SUITE A
COLLEGE BLVD, IDAHO 83825
208-782-3844 | WWW.RTOENGINEERS.COM
BOISE • LODDY • COFFERINE • COLEMAN • DALY
HEBER CITY • HARRISBURG • HAYDEN • POICRE



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

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Michael Terrell - Landscape
Architecture, PLLC
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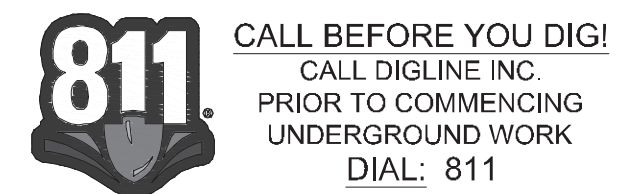


TULLAMORE SPORTS COMPLEX
PHASE I - BID PACKAGE 1
W. PRAIRIE AVE, POST FALLS, ID
TITLE SHEET

REVISION	DATE
△	
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FOR NUMBER	220016
DATE	5/18/2022
DRAWN BY	JNS/EJZ
CHECKED BY	RL

SHEET #
C0.0



NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.

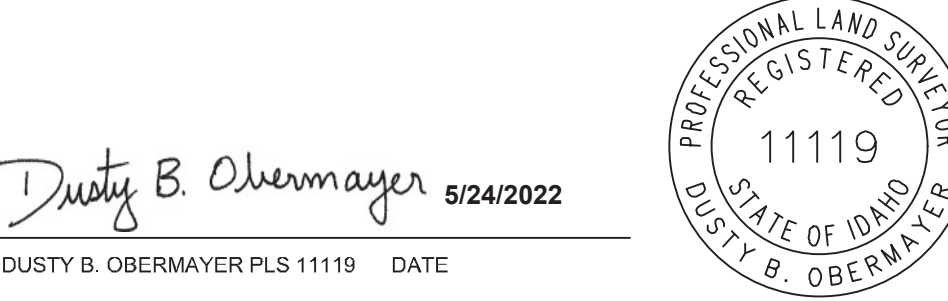
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	30.00'	46.58'	88°57'09"	S43°47'17"E	42.04'
C2	30.00'	42.54'	81°14'23"	N51°00'22"E	39.06'
C3	7157.50'	816.03'	6°31'56"	N7°10'23"E	815.59'
C4	7200.00'	1226.93'	9°45'49"	N5°59'41"E	1225.44'
C5	7157.50'	348.85'	2°47'33"	N2°30'38"E	348.82'

VERTICAL DATUM
THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND GEOID 18 DERIVED USING A STATIC GPS AND RTK OBSERVATIONS USING THE SAME CONTROL NETWORK AS DESCRIBED IN THE BASIS OF BEARING AND COORDINATES STATEMENT.

BASIS OF BEARING AND COORDINATES
THE BASIS OF BEARING AND COORDINATES IN THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) 2011 ADJUSTMENT (EPOCH 2010.000) IDAHO WEST ZONE STATE PLANE COORDINATE SYSTEM USING A COMBINATION OF A STATIC GPS NETWORK AND REAL TIME KINEMATIC (RTK) GPS MEASUREMENTS DERIVED FROM USING IDAHO FEDERAL AID PROJECT NO. A019(682) PRIMARY CONTROL POINTS 106, 108, AND 121. A COMBINED ADJUSTMENT FACTOR OF 1.0000719586 WAS APPLIED AT THE O.G. ORIGIN TO CONVERT STATE PLANE GRID COORDINATES TO STATE PLANE GROUND COORDINATES. ALL BEARINGS SHOWN AS MEASURED IN THIS SURVEY ARE GRID USING A CONVERGENCE ANGLE OF (γ) 0°50'49" AND ALL DISTANCES AND COORDINATES SHOWN ARE GROUND. THIS BASIS OF BEARING WAS TRANSFERRED TO THE NORTH LINE OF SECTION 25 BETWEEN THE N 1/4 SECTION CORNER AND THE NE SECTION CORNER.

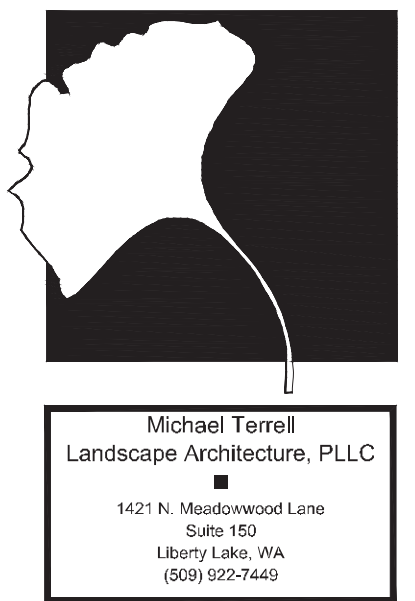
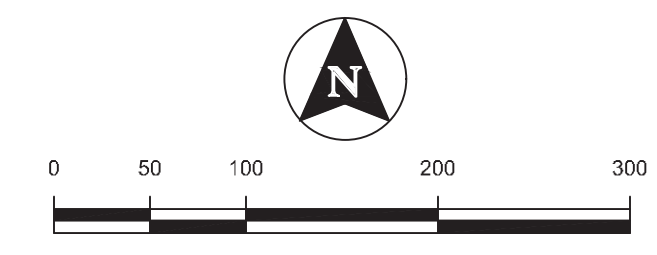
SURVEY MONUMENT PROTECTION AND REPLACEMENT
PER IDAHO CODE TITLE 55, CHAPTER 16, PARAGRAPH 13 SURVEY MONUMENTS WERE SEARCHED FOR AND ALL SURVEY MONUMENTS FOUND ARE SHOWN WITH THEIR COORDINATE VALUES SHOWN IN SURVEY POINT TABLE.

SURVEYOR'S CERTIFICATE
I, DUSTY B. OBERMAYER, PROFESSIONAL LAND SURVEYOR No. 11119 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THE POINTS LISTED IN THE SURVEY POINT TABLE WAS MADE BY ME OR UNDER MY SUPERVISION FOR THIS PROJECT TO COMPLY WITH IDAHO CODE TITLE 55, CHAPTER 16, PARAGRAPH 13.



SURVEY CONTROL INFORMATION		
NORTHING: 2218215.64	NORTHING: 2216881.49	NORTHING: 2216848.03
EASTING: 2340665.63	EASTING: 241768.54	EASTING: 2340861.43
ELEVATION: 2245.62	ELEVATION: 2229.40	ELEVATION: 2229.40
DESCRIPTION: 6" DIA. #1 CONCRETE MONUMENT WITH 3" ZINC CAP	DESCRIPTION: BM #2 BARFFV YCP PLS 4182	DESCRIPTION: ALUMINUM CAP SET IN PAVEMENT

POINT #	NORTHING	EASTING	DESCRIPTION
1	2218215.64	2340665.63	FOUND A 6 IN. DIAM. CONCRETE MONUMENT WITH A 3" DIAM. ZINC CAP MARKED ITD SURVEY CONTROL
208	2218039.18	2341885.66	FOUND A 5/8 IN. DIAM. REBAR WITH A YELLOW PLASTIC CAP MARKED LCE PLS 4182
209	2216881.49	2341768.54	FOUND A 5/8 IN. DIAM. REBAR WITH A YELLOW PLASTIC CAP MARKED LCE PLS 4182
210	2216856.90	2341738.18	FOUND A 5/8 IN. DIAM. REBAR WITH NO CAP
211	2216826.19	2341580.55	FOUND A 2 IN. DIAM. ALUMINUM CAP MARKED LCE PLS 4182 SET FLUSH WITH THE PAVEMENT; MONUMENT SIZE UNDETERMINED
212	2216837.45	2341210.46	FOUND A 2 IN. DIAM. ALUMINUM CAP WITH UNREADABLE MARKINGS SET WITH THE PAVEMENT; MONUMENT SIZE UNDETERMINED
213	2216848.03	2340861.43	FOUND A 2 IN. DIAM. ALUMINUM CAP MARKED LCE PLS 4182 SET FLUSH WITH THE PAVEMENT; MONUMENT SIZE UNDETERMINED
214	2217500.31	2341315.60	FOUND A 5/8 IN. DIAM. REBAR WITH A YELLOW PLASTIC CAP MARKED A&C INC; LS #1003
215	2217701.97	2341653.00	FOUND A 5/8 IN. DIAM. REBAR WITH A YELLOW PLASTIC CAP MARKED LCE PLS 4182
216	2218104.40	2341658.60	FOUND A 5/8 IN. DIAM. REBAR WITH A YELLOW PLASTIC CAP MARKED A&C INC; LS #1003
217	2218104.18	2341673.27	FOUND A 5/8 IN. DIAM. REBAR WITH A YELLOW PLASTIC CAP MARKED A&C INC; LS #1003
218	2218084.51	2341658.39	FOUND A 5/8 IN. DIAM. REBAR WITH A RED PLASTIC CAP MARKED PLS 5289. A 6 IN. DIAM. IRON PIPE IS SET OVER THE REBAR
219	2217489.28	2341649.68	FOUND A 5/8 IN. DIAM. REBAR WITH A YELLOW PLASTIC CAP MARKED A&C INC; LS #1003
220	2216870.04	2341306.85	FOUND A 5/8 IN. DIAM. REBAR WITH A BROKEN YELLOW PLASTIC CAP MARKED LCE PLS 4182
221	2216819.61	2341800.17	FOUND A 5/8 IN. DIAM. REBAR WITH NO CAP
222	2218189.41	2340654.55	FOUND A 5/8 IN. DIAM. REBAR WITH NO CAP 0.2 FT. BELOW THE PAVEMENT
225	2218096.48	2341886.78	FOUND A 5/8 IN. DIAM. REBAR YCP MKD LCE PLS 4182
236	2218103.42	2341688.03	FOUND A 5/8 IN. DIAM. REBAR WITH A RED PLASTIC CAP MARKED F&S PLS 5289
701	2218117.95	2340696.18	SET A 5/8 IN. DIAM. REBAR, 24 INS. LONG, WITH AN ORANGE PLASTIC CAP MARKED T-O ENGINEERS PLS 11119
702	2216918.41	2340681.78	SET A 5/8 IN. DIAM. REBAR, 24 INS. LONG, WITH AN ORANGE PLASTIC CAP MARKED T-O ENGINEERS PLS 11119
703	2216888.06	2340710.87	SET A 5/8 IN. DIAM. REBAR, 24 INS. LONG, WITH AN ORANGE PLASTIC CAP MARKED T-O ENGINEERS PLS 11119
704	2217690.69	2341870.38	SET A 1 IN. DIAM. BRASS PLUG MARKED T-O PLS 11119 WITH A MAGNET UNDERNEATH
706	2218096.07	2341323.47	SET A 5/8 IN. DIAM. REBAR, 24 INS. LONG, WITH AN ORANGE PLASTIC CAP MARKED T-O ENGINEERS PLS 11119



TULLAMORE SPORTS COMPLEX
 PHASE I - BID PACKAGE 1
 W. PRAIRIE AVE, POST FALLS, ID
SURVEY CONTROL

REVISION	DATE
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△	

PROJECT NUMBER	220016
DATE	5/18/2022
DRAWN BY	JNS
CHECKED BY	DBO

SHEET #
C0.1

GENERAL

- ALL WORK SHALL CONFORM TO THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION", (ISPCW) CURRENT EDITION, AND THE CITY OF POST FALLS STANDARD DRAWINGS AND SPECIFICATIONS. IN THE CASE OF CONFLICT, THE MOST STRINGENT STANDARD SHALL APPLY.
- NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE PROJECT ENGINEER. ALL PROPOSED REVISIONS SHALL BE SUBMITTED THROUGH THE PROJECT ENGINEER FOR REVIEW AND APPROVAL BY THE CITY.
- NO REVISIONS SHALL BE MADE TO THE CITY STANDARD DRAWINGS OR NOTES WITHOUT WRITTEN APPROVAL OF THE CITY ENGINEER. REVISIONS OF CITY STANDARD DRAWINGS SHALL BE CLEARLY IDENTIFIED UPON THE APPROVED DRAWINGS; REVISIONS OR ADDITIONS TO STANDARD NOTES SHALL BE PROVIDED ONLY WITHIN THE SUPPLEMENTAL NOTES.
- ALL SAFETY STANDARDS AND REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COMPLIED WITH AS SET FORTH BY OSHA.
- EXISTING UTILITIES SHALL BE LOCATED BY CONTACTING CALL BEFORE YOU DIG AT 811, AT LEAST 48 HOURS PRIOR TO STARTING ANY EXCAVATIONS. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK NEAR ANY FACILITIES AND SHALL COORDINATE THEIR WORK WITH COMPANY REPRESENTATIVES.
- WORK SHALL NOT BEGIN UNTIL A NOTICE TO PROCEED IS ISSUED BY THE CITY.
- THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO STARTING WORK OR PROCEEDING WITH NEW PHASES OF CONSTRUCTION. ALL INSPECTIONS SHALL BE SCHEDULED WITH A MINIMUM 24-HOUR NOTICE PRIOR TO TESTING.
- AN APPROVED SET OF IMPROVEMENT PLANS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USEABLE CONDITION. ALL SOIL, ROCK, OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION, AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USEABLE CONDITION.
- EXISTING PROPERTY CORNERS OR SURVEY MONUMENTS SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION. ANY DAMAGED OR OBLITERATED CORNERS OR MONUMENTS SHALL BE RE-ESTABLISHED BY PROFESSIONAL SURVEYORS, LICENSED TO WORK IN THE STATE OF IDAHO, PRIOR TO FINAL ACCEPTANCE.
- TREES NOT IDENTIFIED FOR REMOVAL SHALL BE PRESERVED OR PROTECTED IN AN APPROVED MANNER PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
- ALL PROJECTS HAVING THE POTENTIAL FOR RUNOFF DISCHARGE TO ANY SURFACE WATER BODY; SHALL FILE A NOTICE OF INTENT (NOI), WITH THE EPA. COPIES OF ANY REQUIRED STORM WATER POLLUTION PREVENTION PLANS (SWPPP) OR NOI SHALL BE PROVIDED TO THE CITY PRIOR TO START OF CONSTRUCTION.
- ALL CONCRETE, UNLESS OTHERWISE SPECIFIED, SHALL BE COMMERCIAL GRADE PORTLAND CEMENT WITH AIR ENTRAINMENT (6.5% +/- 1.5%), AND A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.
- ALL UNDERGROUND UTILITY LATERALS SHALL BE INSTALLED AND APPROVED BEFORE CONSTRUCTION OF CURBS, CROSS GUTTERS, SIDEWALKS OR THE SURFACING OF STREETS.
- SURFACE RESTORATION OF ROADWAY CUTS SHALL COMPLY WITH THE CITY'S ROADWAY CUT POLICY. PERMANENT ROADWAY PATCHING SHALL BE PLACED WITHIN 7 DAYS OF THE INITIAL ROADWAY CUT. TEMPORARY PATCHING THAT UTILIZES A MINIMUM OF 2 INCHES OF ASPHALT CONCRETE (COLD MIX) SHALL BE PLACED WITHIN 24 HOURS OF THE INITIAL ROADWAY CUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TEMPORARY PATCHING AND SHALL WARRANT ALL PERMANENT PATCHING FOR A PERIOD OF 2 YEARS.
- ALL TRENCHES AND ROADWAY CUTS WITHIN PUBLIC EASEMENTS OR RIGHTS-OF-WAY SHALL BE COMPACTIONED IN ACCORDANCE WITH SD 301. COMPACTION TEST RESULTS SHALL BE CERTIFIED BY THE CONTRACTOR AND SUBMITTED TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO ANY PAVING AND FINAL ACCEPTANCE OF WORK.
- ALL OPERATIONS CONDUCTED ON THE PREMISES SHALL BE RESTRICTED TO THE HOURS BETWEEN 7:00 A.M. AND 7:00 P.M., UNLESS OTHERWISE APPROVED BY THE CITY. THIS INCLUDES THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT OR ANY OTHER ASSOCIATED EQUIPMENT.
- ALL IMPROVEMENTS SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO THE CITY ENGINEER. THIS INCLUDES ALL UTILITY CONNECTIONS AND NECESSARY SAW CUTTING, REMOVAL, REPLACEMENT, EXTENSION, AND CAPPING ASSOCIATED WITH CURB AND GUTTER, SIDEWALKS, SWALES, ASPHALT, CONCRETE OR OTHER PAVING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PROJECT INSPECTIONS, INCLUDING MATERIALS TESTING AND QUALITY CONTROL. COPIES OF DAILY REPORTS AND TEST RESULTS SHALL BE MADE AVAILABLE TO THE CITY FOR REVIEW ON A WEEKLY BASIS. FAILURE TO PROVIDE REPORTS MAY RESULT IN SUSPENSION OF CONSTRUCTION. PROJECT CERTIFICATION AND AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, IN ACCORDANCE WITH THE M.U.T.C.D., CURRENT EDITION. AT LEAST 48 HOURS PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY ENGINEERING DIVISION FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL A PERMIT IS ISSUED AND ALL APPROVED TRAFFIC CONTROL IS IN PLACE.
- ALL DISTURBED AREAS OF THE PUBLIC RIGHTS-OF-WAY SHALL BE TOP COATED WITH A MINIMUM OF 1 INCH OF TOPSOIL AND SEEDED WITH A DRY LAND MIX EQUIVALENT TO THE CITY'S STORM DRAINAGE STANDARDS.
- ALL PAVING PROJECTS WILL NEED TO ADHERE TO THE CITY OF POST FALLS PAVEMENT CUT POLICY.

STREET NOTES:

- ALL FILL PLACED WITHIN THE ROADWAY PRISM SHALL BE COMPACTIONED TO 90% OF THE MODIFIED PROCTOR, WITH THE EXCEPTION OF THE TOP 12 INCHES OF SUB-GRADE THAT SHALL BE COMPACTIONED TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557).
- PRIOR TO PLACING BASE MATERIAL, THE FOLLOWING SHALL BE COMPLETED:
 - ALL PUBLIC UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED.
 - THE CONTRACTOR SHALL CERTIFY AND PROVIDE COPIES OF COMPACTION TEST RESULTS TO THE PROJECT ENGINEER, FOR ALL TRENCHES AND SUB-GRADE.
 - THE LINE AND GRADE OF THE SUB-GRADE SHALL BE INSPECTED AND APPROVED.
 - A PROOF-ROLL OF THE SUB-GRADE SHALL BE PERFORMED AND OBSERVED BY THE PROJECT ENGINEER AND CITY ENGINEERING INSPECTOR.
 - OBTAIN AUTHORIZATION FROM THE PROJECT ENGINEER AND CITY ENGINEERING INSPECTOR TO PROCEED WITH PLACEMENT OF BASE MATERIAL. THE CITY ENGINEERING INSPECTOR SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO PLACEMENT OF BASE MATERIAL.
- CRUSHED AGGREGATE BASE SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, SECTION 802, (TYPE 1) 3/4-INCH MAXIMUM AGGREGATE SIZE AND SHALL BE COMPACTIONED TO THE FOLLOWING SPECIFICATIONS:
 - ROADWAY: 95%-MODIFIED PROCTOR.
 - CURB BASE AND DRIVEWAY APPROACHES: 92%-MODIFIED PROCTOR.
 - SIDEWALKS OR TRAILS: 90%-MODIFIED PROCTOR.
- PRIOR TO PLACING ASPHALT CONCRETE, THE FOLLOWING SHALL BE COMPLETED:
 - THE CONTRACTOR SHALL CERTIFY AND PROVIDE COMPACTION TEST RESULTS FOR BASE MATERIAL.
 - ALL UTILITIES SHALL BE ADJUSTED TO GRADE AND THICKENED COLLARS INSTALLED.
 - OBTAIN AUTHORIZATION FROM THE ENGINEER AND CITY TO PROCEED WITH ASPHALT PAVING.
- ASPHALT PAVEMENT SHALL CONFORM WITH IDAHO TRANSPORTATION DEPARTMENT (ITD) SPECIFICATIONS FOR SUPERPAVE. PAVEMENT SHALL BE SP3 PG 58-28 WITH 3/8" MAX AGGREGATE SIZE. PAVEMENTS WITH A SECTION OF 3" OR LESS MAY BE PLACED WITH 1 LIFT. PAVEMENTS WITH A SECTION GREATER THAN 3" SHALL BE PLACED WITH MULTIPLE LIFTS. MINIMUM LIFT THICKNESS OF 1.5" AND MAXIMUM THICKNESS OF 3".
- NO ASPHALT SHALL BE PLACED ON WET OR FROZEN SURFACES, OR WHEN THE AIR OR GROUND TEMPERATURE IS LESS THAN 40°F. TOP COURSES OR PAVEMENT THICKNESS LESS THAN 2.5 INCHES SHALL NOT BE PLACED WHEN AIR OR GROUND TEMPERATURE IS LESS THAN 50°F, WITHOUT APPROVAL BY THE CITY ENGINEER.
- A TACK COAT SHALL BE APPLIED TO ALL ADJACENT CURBS AND JOINTS, PRIOR TO PLACEMENT OF ASPHALTIC CONCRETE.
- DURING PAVING OPERATIONS, THE ENGINEER OF RECORD SHALL OBSERVE PAVING OPERATIONS, AND PERFORM COMPACTION AND QUALITY CONTROL TESTING.
- THE ENGINEER MAY REQUIRE THE PAVEMENT SECTIONS SHOWN ON THE PLANS TO BE VERIFIED BY "R" VALUE TESTS TAKEN FROM EXPOSED SUB-GRADE.
- EXTRACTION, CORING, AND GRADATION TESTS MAY BE REQUIRED AT THE DISCRETION OF THE ENGINEER TO VERIFY PAVEMENT THICKNESS, COMPACTION, AND OR TO VERIFY COMPLIANCE OF MATERIALS TO SPECIFICATIONS.
- FORMS, SUB-GRADE AND STRING-LINE INSPECTION IS REQUIRED PRIOR TO POURING CONCRETE. A MINIMUM NOTICE OF 24 HOURS IS REQUIRED PRIOR TO INSPECTION.
- CONCRETE SHALL NOT BE PLACED ON FROZEN SURFACES, ICE OR SNOW, OR SURFACES WITH A TEMPERATURE GREATER THAN 90°F. UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER, CONCRETE PLACEMENT SHALL BE DISCONTINUED WHEN AIR TEMPERATURES REACH 35°F AND FALLING.
- CURB AND GUTTER SHALL BE CONSTRUCTED WITH FULL DEPTH CONSTRUCTION, EXPANSION JOINTS ADJACENT TO CATCH BASINS, AT COLD JOINTS, AND AT ALL RETURNS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY 10 FEET.
- SIDEWALKS SHALL BE CONSTRUCTED WITH FULL DEPTH EXPANSION JOINTS EVERY 20 FEET, AT COLD JOINTS, AND ADJACENT TO STRUCTURES. WEAKENED PLANE JOINTS SHALL BE LOCATED EVERY 5 FEET. JOINTS IN THE SIDEWALK SHALL BE ALIGNED WITH CURB JOINTS, AS NEARLY AS PRACTICAL.

DOMESTIC WATER

- WATER MAINS UP TO 12 INCHES IN DIAMETER SHALL BE PVC AWWA C905, DR 18 PIPE AND SHALL UTILIZE GATE VALVES. WATER MAINS GREATER THAN 12 INCHES IN DIAMETER SHALL UTILIZE C900, DR 18 PIPE AND SHALL UTILIZE BUTTERFLY VALVES. ALL WATER MAINS SHALL BE CONSTRUCTED WITH THE TOP OF PIPE 4.5 FEET BELOW FINISH GRADE, EXCEPT WHERE OTHERWISE INDICATED WITH SPECIFIC ELEVATIONS AND APPROVED BY THE PROJECT ENGINEER. WATER SERVICES SHALL BE CONSTRUCTED OF POLYETHYLENE TUBING CONFORMING TO AWWA C901, 250 PSI LOCATED AND SIZED AS SHOWN ON THE CONSTRUCTION PLANS.
- 48 HOURS PRIOR TO DISRUPTION, SHUT-OFF OR CONNECTION TO EXISTING WATER SYSTEMS: THE CONTRACTOR SHALL INFORM AND RECEIVE APPROVAL FROM THE ENGINEER. ANY CONNECTION POINTS SHALL BE EXPOSED AT LEAST 24 HOURS PRIOR TO CONNECTION, TO VERIFY LOCATION AND FITTING REQUIREMENTS.
- AT LEAST 24 HOURS PRIOR TO SHUT-OFF, THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES UTILIZING FLYERS, DOOR HANGERS OR LETTERS. NOTIFICATIONS SHALL CONTAIN AT A MINIMUM: DATE AND TIME OF SHUTOFF, ANTICIPATED DURATION, CONTRACTOR'S NAME AND PHONE NUMBER, AND AN EMERGENCY CONTACT PERSON AND PHONE NUMBER. A COPY OF THE NOTIFICATION SHALL BE PROVIDED TO THE ENGINEER AND CITY ENGINEERING DIVISION.
- NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE, WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY WATER DIVISION.
- ANY AND ALL FITTINGS OR APPURTENANCES REMOVED FROM THE CITY OF POST FALLS' WATER LINES, AS PART OF THE PROJECT, SHALL BE SALVAGED AND RETURNED TO THE CITY OF POST FALLS WATER DIVISION BY THE CONTRACTOR.
- ALL WATER MAINS AND SERVICES SHALL BE INSTALLED WITH CONTINUOUS TRACER WIRE AND PLASTIC MARKER TAPE. PLASTIC MARKER TAPE SHALL BE INSTALLED 2 FEET ABOVE THE WATER MAIN. TRACER WIRE SHALL BE INSTALLED ALONG THE TOP OF THE WATER MAIN AND SHALL BE TESTED PRIOR TO SUB-GRADE APPROVAL.
- ALL WATER MAINS SHALL BE SEPARATED AT LEAST TEN FEET HORIZONTALLY FROM SANITARY OR STORM SEWER SYSTEMS. CROSSING OF WATER MAINS AND SEWER SYSTEMS SHALL HAVE A MINIMUM 18-INCH VERTICAL SEPARATION, WITH THE WATER MAIN BEING CENTERED OVER THE SEWER, ANY ANTICIPATED SEPARATION DIFFERING FROM THE MINIMUM STANDARDS CONTAINED HEREIN, SHALL CONFORM TO THE IDAHO RULES FOR WASTE WATER (IDAPA 58.01.16).
- ALL THRUST BLOCKING SHALL BE FORMED IN PLACE AGAINST UNDISTURBED OR COMPACTIONED SOIL, AND CONFORM TO THE MINIMUM DIMENSIONS SHOWN IN SD 403. THE USE OF PRE-CAST THRUST BLOCKS IS PROHIBITED. ALL BOLTS AND NUTS SHALL BE FREE OF CONCRETE AND ACCESSIBLE BY WRENCH.
- ALL WATER MAINS, FIRE MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, HYDROSTATIC TESTED AT 150PSI FOR A MINIMUM OF 2 HOURS, BACTERIA TESTED, AND APPROVED, IN ACCORDANCE WITH REFERENCED STANDARDS IN THE GENERAL NOTES AND CITY REQUIREMENTS, PRIOR TO PAVING. RESULTS OF CHLORINATION AND BACTERIA TESTS SHALL BE SUBMITTED TO THE ENGINEER, PRIOR TO OPERATING VALVES TO PUT NEW MAINS INTO SERVICE.
- ALL WATER MAIN TAPS SHALL BE A MINIMUM OF 16 INCHES APART AND 16 INCHES FROM THE BELL AND STAB ENDS OF THE PIPES.
- SEE ROSS POINT WATER NOTES, SHEET C4.1 DETAIL 3

EROSION CONTROL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES, AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
- THE CONTRACTOR SHALL VERIFY THE ADEQUACY OF EROSION AND SEDIMENTATION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION, AND AS NECESSARY DURING THE COURSE OF THE PROJECT. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THESE PLANS, AND THE "CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES" AS PREPARED BY THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.
- SITE SHALL BE GRADED AFTER DISTURBANCE TO ENSURE STORMWATER RUNOFF DOES NOT LEAVE THE SITE WHERE POSSIBLE.
- NOTIFY THE ENGINEER A MINIMUM OF 48-HOURS PRIOR TO COMMENCEMENT OF INSTALLATION OF EROSION CONTROL DEVICES.
- ALL NECESSARY ACTION SHALL BE TAKEN TO MINIMIZE DEPOSITING AND TRACKING OF MUD, DIRT, SAND, GRAVEL, ROCK OR DEBRIS ON TO THE PUBLIC RIGHT OF WAY.
- DUST CONTROL SHALL BE CONTINUOUSLY MONITORED AND ABATED USING WATER OR MAGNESIUM CHLORIDE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN-UP OF THE PUBLIC RIGHTS OF WAY OR ADJACENT PRIVATE PROPERTY FROM ANY TRACKING OR DEPOSITING OF MUD, DIRT, SAND, GRAVEL, ROCK OR DEBRIS.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES ARE TO REMAIN IN PLACE AFTER FINAL INSPECTION. CONTRACTOR TO ENSURE ALL EROSION AND SEDIMENT CONTROL MEASURES ARE PROPERLY MAINTAINED AND LEFT IN GOOD WORKING ORDER. ALL TRAPPED SEDIMENT BEHIND STRAW WATTLES IS TO BE REMOVED BEFORE FINAL INSPECTION.
- ALL DISTURBED AREAS ARE TO BE COVERED IN STRAW MULCH. EROSION CONTROL BLANKET OR HYDROMULCH AS SPECIFIED AFTER BACKFILL AND COMPACTION IS COMPLETED.
- CONTRACTOR SHALL NOT SWEEP OR FLUSH SEDIMENT OR DEBRIS INTO ANY EXISTING STORM DRAIN FACILITIES.
- AT A MINIMUM, THE CONTRACTOR SHALL INSPECT THE SITE BEFORE AND AFTER STORM EVENTS AND AT 24 HOUR INTERVALS DURING EXTENDED STORMS. THE EROSION AND SEDIMENT CONTROL PLAN PERMIT MAY REQUIRE ADDITIONAL INSPECTIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PREPARE AND MAINTAIN A SWPPP THROUGHOUT THE DURATION OF THE PROJECT IF NEEDED.

CIVIL NOTES

- RECORDED COMPACTION TESTING WILL BE PERFORMED BY CONTRACTORS GEOTECHNICAL REPRESENTATIVE AND PAID FOR BY THE CONTRACTOR. RESULTS OF COMPACTION TESTING WILL BE PROVIDED TO ENGINEER PRIOR TO INSTALLING STRUCTURES.
- CONTRACTOR MAY PERFORM "NON-RECORD" COMPACTION TESTING AT HIS OWN COST.
- THE GENERAL FILL SHALL BE PLACED IN HORIZONTAL LIFTS NOT TO EXCEED 12" UNCOMPACTED THICKNESS, AND UNIFORMLY COMPACTIONED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY PER ASTM D698(SPD).
- TOPSOIL AND UNDOCUMENTED FILL SHOULD BE REMOVED BELOW ANY PLANNED IMPROVEMENT, STRUCTURE, OR SOIL EMBANKMENT AREA. UNDOCUMENTED FILL SHOULD BE REMOVED TO EXPOSE UNDISTURBED NATIVE SAND SOIL. ONCE REMOVED, 6 TO 8 INCHES OF THE SURFACE SHOULD BE SCARIFIED, MOISTURE-CONDITIONED, AND RECOMPACTIONED TO STRUCTURAL FILL REQUIREMENTS. REFER TO GEOTECHNICAL ENGINEERING REPORT FOR DETAILS.
- NON-NATIVE FILL MATERIAL IS NOT ALLOWED WITHOUT PROJECT ENGINEER AND CITY APPROVAL.
- STRUCTURAL FILL MATERIAL SHALL BE PLACED IN HORIZONTAL LIFTS NOT TO EXCEED 12" UNCOMPACTED THICKNESS, AND UNIFORMLY COMPACTIONED TO A MINIMUM OF 100% OF THE MAXIMUM DRY DENSITY PER ASTM D698(SPD).
- SUITABILITY OF ONSITE SUBSURFACE SOILS SHALL BE CONFIRMED WITH PROJECT ENGINEER AND CITY GEOTECHNICAL REPRESENTATIVE.
- PIPE TRENCHES SHALL BE EXCAVATED IN CONFORMANCE WITH THE REQUIREMENTS OF OSHA 29 CFR 1926.651 AND 1926.652 OR COMPARABLE OSHA APPROVED STATE PLAN REQUIREMENT.
- PIPES SHALL BE BEDDED PER ASTM D 2321 AND AS SHOWN ON GENERAL DETAILS, SHEET C4.1.
- BACKFILL SHALL BE WITH NATIVE MATERIAL CONFORMING TO ASTM D 2321.
- BACKFILL COMPACTION SHALL BE 90% OF MAXIMUM DRY DENSITY PER ASTM D1557 IN LOWER COMPACTION ZONE. AS SHOWN ON SHEET C4.1.
- ALL TEES, PLUGS, BENDS AND CAPS SHALL BE PROVIDED WITH THRUST RESTRAINT CONCRETE THRUST BLOCKING OR ENGINEER APPROVED MECHANICAL THRUST RESTRAINT.
- DEFLECT PIPE AT JOINTS AS REQUIRED TO RAISE PIPE TO ELEVATIONS AS SHOWN AND TO MAINTAIN ALIGNMENTS. DO NOT EXCEED MAXIMUM PIPE DEFLECTIONS PER MANUFACTURER RECOMMENDATION.
- INSTALL TRACER WIRE FOR ALL BURIED PLASTIC PIPES TO BE 12 GAUGE AND SECURELY FASTENED AT EACH END.
- ALL END OF PIPELINES REQUIRING FUTURE CONTINUATIONS WILL BE CAPPED AND PROTECTED BEFORE BURIAL. LOCATION OF CAP WILL BE RECORDED IN X,Y COORDINATES FROM CONSTRUCTION DATUM AND PERMANENTLY MARKED AND CAPPED PER PIPE TERMINATION DETAILS.

UTILITY NOTES

- EXISTING UTILITIES AND UNDERGROUND PIPING ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. NO GUARANTEE IS MADE OR IMPLIED THAT ALL EXISTING UTILITIES ARE SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF ALL UTILITIES AND UNDERGROUND PIPING. THE CONTRACTOR SHALL CONTACT 811 AT LEAST 48 HOURS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

STORM DRAINAGE

- TEMPORARY EROSION CONTROL AND WATER POLLUTION MEASURES SHALL BE INSTALLED, IN ACCORDANCE WITH THE PLANS AND ACCEPTED BEST MANAGEMENT PRACTICES. ADJUSTMENTS TO ACCOMMODATE DIFFERING FIELD CONDITIONS SHALL BE MADE, AS NECESSARY, THROUGHOUT THE CONSTRUCTION PROCESS. AT NO TIME, WILL SILTS AND/OR DEBRIS BE ALLOWED TO DRAIN INTO AN EXISTING OR NEWLY INSTALLED FACILITY.
- SWALES WITHIN AREAS OF MASS GRADING SHALL BE SCARIFIED A MINIMUM OF 24 INCHES PRIOR TO SHAPING, AND AFTER INSTALLATION OF CURB AND GUTTER.
- ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM 4-INCH DRESSING OF TOP SOIL AND BE HYDRO SEEDED OR SODDED, AS INDICATED ON THE LANDSCAPE PLANS. SEEDED AREAS WILL NOT BE ACCEPTED UNTIL CITY INSPECTION OF SEEDING AND APPROVAL. SODDED AREAS WILL NOT BE ACCEPTED UNTIL THE ROOTS HAVE TAKEN HOLD, AND THE GRASS HAS RECEIVED TWO CUTTINGS.
- CARE SHALL BE TAKEN TO PREVENT COMPACTION OF THE SUB-GRADE IN THE GRASS INFILTRATION AREAS OF SWALES. IN THE EVENT THE SUB-GRADE SHOULD BE COMPACTIONED OR INSUFFICIENT PERCOLATION IS OBSERVED, TESTING OF THE SUB-GRADE MAY BE REQUIRED AT THE DISCRETION OF THE PROJECT ENGINEER. IF A SUFFICIENT PERCOLATION IS NOT OBSERVED, THE SUB-GRADE MUST BE REMOVED AND REPLACED, OR SCARIFIED TO A MINIMUM DEPTH OF 24" AND RETESTED.
- TOPSOIL PLACED WITHIN THE SWALES SHALL BE FREE DRAINING, AND PLACED AT A DEPTH GREATER THAN 4-INCH AND LESS THAN 3-INCHES AT CONCRETE SPILLWAYS. FINISHED TOPSOIL SHALL BE KEPT 1'-2" BELOW THE FINISHED CONCRETE SURFACE. TO PREVENT COMPACTION OF THE SUB-GRADE AND TOPSOIL, WHEELED EQUIPMENT SHOULD NOT BE USED WITHIN THE SWALE AREA. THE MINIMUM PERCOLATION RATE THROUGH A CONSTRUCTED SWALE SHALL MEET DESIGN REQUIREMENTS. TESTING OF PERCOLATION RATES THROUGH A CONSTRUCTED SWALE MAY BE REQUIRED AT THE DISCRETION OF THE PROJECT ENGINEER.
- DRYWELLS SHALL BE INSTALLED TO THE ELEVATIONS INDICATED ON THE PLANS. THE ELEVATION OF THE DRYWELL RIM SHALL BE AT LEAST 0.2 FEET BELOW LOWEST ADJOINING CURB CUT. FINISHED TOP SOIL ADJACENT TO THE DRYWELL SHALL BE AT LEAST 2-INCHES BELOW THE DRYWELL RIM.
- GRASS INFILTRATION AREAS SHALL BE HYDRO SEEDED WITH 50 LB. / 1,000 SQUARE FEET, CONSISTING OF A MIXTURE WITH EQUAL PORTIONS OF CANADA BLUEGRASS, CRESTED WHEATGRASS, HARD FESCUE AND SHEEP FESCUE. SEEDING AREAS SHALL BE FERTILIZED WITH A COMMERCIAL FERTILIZER PER THE MANUFACTURER'S SPECIFICATIONS AND MULCHED WITH "SILVA FIBER PLUS", OR APPROVED EQUAL WOOD FIBER CELLULOSE AT A RATE OF 1 TON PER ACRE.
- STORM SEWER PIPES AND DRYWELLS SHALL BE SEPARATED A MINIMUM OF 10 FEET HORIZONTALLY FROM DOMESTIC WATER MAINS. CROSSINGS OF WATER MAINS AND SEWER SYSTEMS SHALL HAVE A MINIMUM 18-INCH VERTICAL SEPARATION. ANY ANTICIPATED SEPARATION LESS THAN MINIMUM STANDARDS CONTAINED HEREIN, SHALL CONFORM TO THE IDAHO RULES FOR WASTE WATER, (IDAPA 58.01.16).
- FLOOD TESTING OF ALL SWALES SHALL BE CONDUCTED PRIOR TO FINAL ACCEPTANCE IF REQUIRED BY THE PROJECT ENGINEER.

MASS GRADING AND GEOTECHNICAL NOTES

- ALL CUTS AND FILLS SHALL BE CONFINED TO THE LIMITS INDICATED WITHIN THE APPROVED GRADING PLANS.
- THE CONTRACTOR SHALL INSURE THAT ALL TEMPORARY SLOPES ARE STABLE AND THAT APPROPRIATE EROSION MEASURES ARE IN PLACE AND MAINTAINED.
- GROUNDWATER OR UNANTICIPATED GEOLOGIC CONDITIONS SHALL BE REPORTED TO THE ENGINEER FOR ASSESSMENT AND RECOMMENDATIONS.
- ALL COMPACTION EFFORTS SHALL BE MONITORED AND TESTED BY AN EXPERIENCED SOILS TECHNICIAN, UNDER THE SUPERVISION OF A LICENSED GEOTECHNICAL ENGINEER.
- ALL MASS GRADING SHALL BE MONITORED, TESTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER (GEOTECHNICAL ENGINEER).
- CONTRACTOR IS TO NOTIFY THE PROJECT ENGINEER AND CITY 48 HOURS PRIOR TO EACH AND EVERY START OR STOPPING OF CONSTRUCTION, EACH TIME A LIFT OF GRADING IS READY FOR INSPECTION, AND EACH AND EVERY TIME THE CONTRACTOR IS REQUESTING GRADING INSPECTION FROM CITY. FAILURE TO NOTIFY MAY RESULT IN CONTRACTOR REMOVING ANY MATERIAL THAT HAS NOT BEEN INSPECTED.
- ALL AREAS SHALL BE STRIPPED OF ORGANIC TOP SOIL AND NON-ENGINEERED FILL; IN ADDITION TO ALL BRUSH, STUMPS, AND ROOTS. ONSITE DISPOSAL OF ORGANIC MATERIALS IS NOT ALLOWED. THE ENGINEER SHALL REVIEW AND APPROVE ALL STRIPPED AND CLEARED AREAS PRIOR TO PLACEMENT OF FILL. PRIOR TO PLACING FILL, THE CLEARED AREAS SHALL BE SCARIFIED AND COMPACTIONED.
- FILLS SHALL CONSIST OF WELL GRADED SANDS AND GRAVELS, WITH A MAXIMUM PARTICLE SIZE OF SIX INCHES, AND NO MORE THAN 20% PASSING THE NO. 200 SIEVE. THE ENGINEER SHALL PRE-APPROVE ALL IMPORT SOIL SOURCES.
- BOULDERS AND COBBLES GREATER THAN 6 INCHES APPEARING IN THE EXCAVATION TO A DEPTH OF AT LEAST 4 INCHES BELOW SUBGRADE SHALL BE REMOVED.
- ALL FILL MATERIAL SHALL BE DRIED OR MOISTENED TO WITHIN 3% OF THE OPTIMUM MOISTURE, PRIOR TO PLACEMENT. LIFTS SHALL NOT EXCEED EIGHT INCHES. ALL FILL SHALL BE COMPACTIONED TO AT LEAST 90% OF MODIFIED PROCTOR (ASTM D-1557, AASHTO T-180), WITH THE TOP 12 INCHES WITHIN THE ROADWAY PRISM COMPACTIONED TO 95% OF THE MODIFIED PROCTOR. MATERIAL TOO COARSE TO TEST PER THE SPECIFIED STANDARDS SHALL BE PLACED IN CONTROLLED LIFTS UNDER A PERFORMANCE BASED METHOD, AS OUTLINED WITHIN ISPCW.
- EMBANKMENTS SHALL NOT BE CONSTRUCTED ON FROZEN OR SNOW-COVERED FOUNDATIONS, OR WITH THE USE OF FROZEN MATERIALS.
- EMBANKMENTS CONSTRUCTED ON SLOPES GREATER THAN 5 HORIZONTAL TO 1 VERTICAL (5:1) SHALL BE KEYED INTO THE UNDISTURBED GROUND WITH HORIZONTAL BENCHES OF SUFFICIENT WIDTH TO ALLOW FOR THE PROPER OPERATION OF COMPACTION EQUIPMENT.
- IN THE EVENT THAT ANY UNFORESEEN CONDITIONS NOT COVERED BY THESE NOTES ARE ENCOUNTERED DURING GRADING OPERATIONS, THE PROJECT ENGINEER SHALL BE IMMEDIATELY NOTIFIED IN ORDER TO PROVIDE GUIDANCE TO CONTRACTOR.
- REFER TO GEOTECHNICAL REPORT PREPARED BY ALLWEST DATED MARCH 15, 2021 FOR ADDITIONAL GEOTECHNICAL DETAILS. IN THE EVENT THE NOTES IN THE CONSTRUCTION DRAWINGS CONFLICT WITH THE GEOTECHNICAL REPORT, THE MORE STRINGENT REQUIREMENT SHALL TAKE PRECEDENCE.



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

2022
Michael Terrell - Landscape
Architecture, PLLC
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PROFESSIONAL ENGINEER
LICENSEE
18315
STATE OF IDAHO
TULLAMORE, LASHBROOK
Digitally signed
by Robbyn
Lashbrooke
Date: 2022.05.31
16:30:59 -0700

TULLAMORE SPORTS COMPLEX
PHASE I - BID PACKAGE 1
W. PRAIRIE AVE, POST FALLS, ID
NOTES

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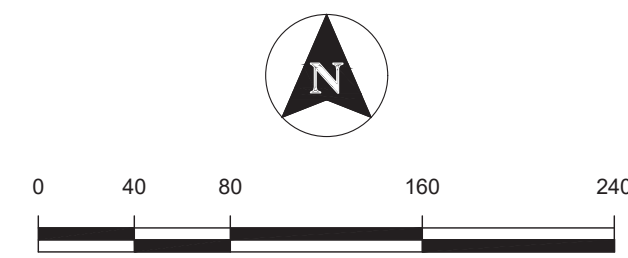
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DATE	5/18/2022
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SHEET #
C0.2

811 CALL BEFORE YOU DIG!
CALL DIGLINE INC.
PRIOR TO COMMENCING
UNDERGROUND WORK
DIAL: 811

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.

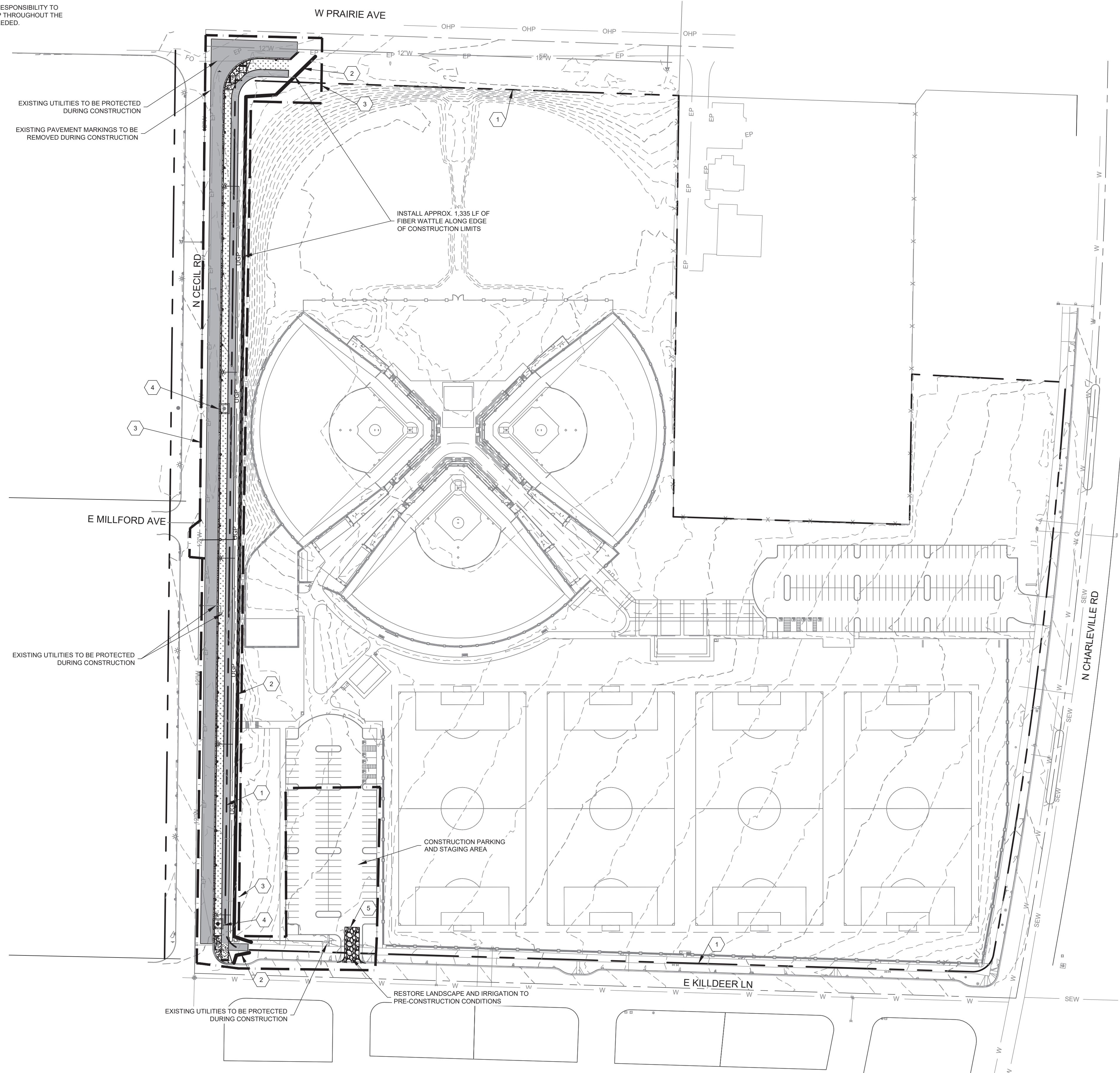
NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO PREPARE AND MAINTAIN A SWPPP THROUGHOUT THE DURATION OF THE PROJECT IF NEEDED.



LEGEND

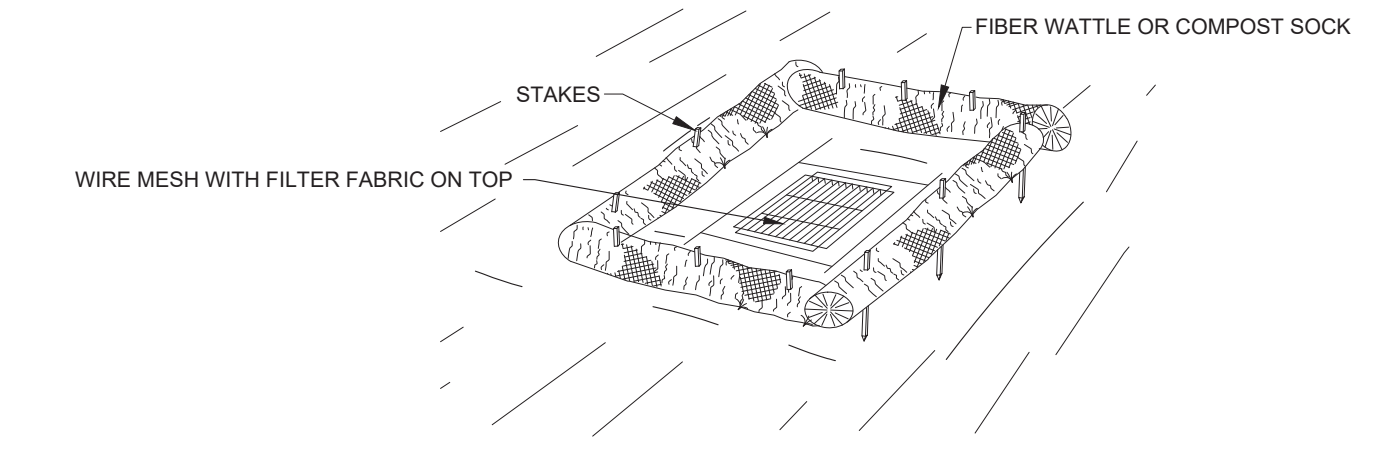
- 1 - - - - - SITE BOUNDARY
- 2 - - - - - STRAW / FIBER WATTLE (SEE DETAIL 2, THIS SHEET)
- 3 - - - - - LIMITS OF CONSTRUCTION
- 4 □ DRYWELL INLET PROTECTION (SEE DETAIL 1, THIS SHEET)
- 5 [Pattern] STABILIZED CONSTRUCTION ACCESS AND WASHOUT SEE DETAIL 7 SHEET C4-1

TOTAL DISTURBED AREA: 2.9 ACRES

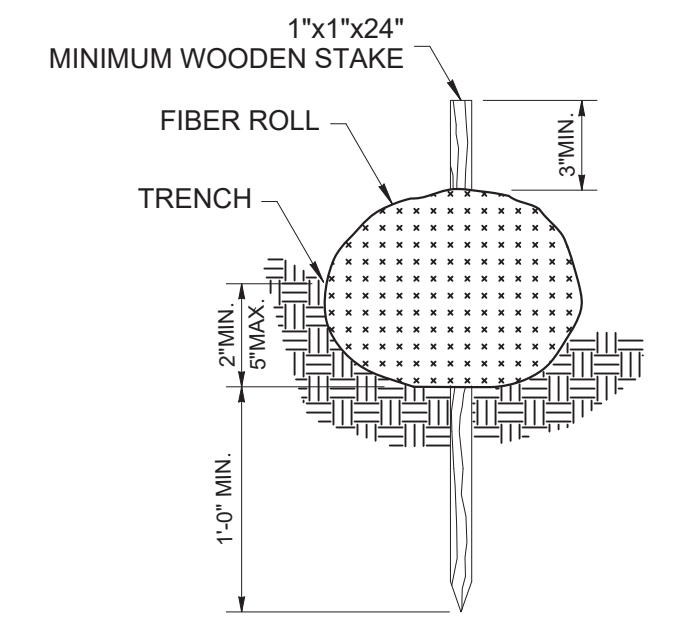


EROSION AND SEDIMENT CONTROL NOTES

1. THIS PLAN IS A LIVING DOCUMENT AND SHALL NOT BE CONSIDERED ALL INCLUSIVE. THE RESPONSIBLE PERSON HAS THE RIGHT TO MODIFY THIS PLAN AT ANYTIME TO IMPROVE EFFECTIVENESS AND TO COINCIDE WITH ONGOING CONSTRUCTION OPERATIONS. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY SITE INSPECTION.
2. CONTRACTOR SHALL COMPLY WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES).
3. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING A SWPPP HAS BEEN PREPARED AND AN NOI FILED AND APPROVED WITH THE EPA A MINIMUM OF 14 DAYS PRIOR TO THE START OF EARTH DISTURBING ACTIVITIES IF NEEDED.
4. BMP NUMBERS REFERENCED IN THIS PLAN REFER TO CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES (CATALOG) PREPARED BY THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY. ALL BMP'S SHALL BE INSTALLED PER THE RECOMMENDATIONS AND SPECIFICATIONS OF THE MOST RECENT VERSION OF THE CATALOG.
5. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
6. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL ALL PERIMETER EROSION CONTROL MEASURES HAVE BEEN INSTALLED. LAND DISTURBING ACTIVITIES SHALL BE AVOIDED IN AREAS OUTSIDE OF THE DESIGNATED CONSTRUCTION LIMITS.
7. ALL EXPOSED AREAS SHALL BE SEEDED AND/OR MULCHED AS SPECIFIED WITHIN 14 DAYS OF FINAL GRADING. FINAL PERMANENT STABILIZATION SHALL BE ESTABLISHED AS SOON AS POSSIBLE. REFERENCE LANDSCAPE ARCHITECTURE PLANS AND SPECIFICATIONS.
8. SHOULD CONSTRUCTION STOP FOR LONGER THAN 14 DAYS, THE SITE SHALL BE TEMPORARILY STABILIZED BY SEEDING, MULCHING, OR STRAW COVER.
9. INSPECT EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK. SEDIMENT SHALL BE REMOVED FROM EROSION CONTROL MEASURES BEFORE THEY ARE 25% FULL.
10. PORTABLE RESTROOM SPILL CONTAINMENT: PLACE SAND BAGS AT 7' AROUND FACILITY AND 1' IN HEIGHT TO CONTAIN POSSIBLE SPILLAGE.
11. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.



DRYWELL INLET PROTECTION BMP #31
SCALE: NTS



NOTES:

1. A FIBER ROLL (WATTLE/COMPOST-FILLED SOCKS) CONSISTS OF STRAW, FLAX, OR OTHER SIMILAR MATERIALS BOUND INTO A BIODEGRADABLE TUBULAR PLASTIC OR SIMILAR ENCASING MATERIAL. WHEN FIBER ROLLS ARE PLACED AT THE TOE AND ON THE FACE OF SLOPES, THEY INTERCEPT RUNOFF, REDUCE ITS FLOW VELOCITY, RELEASE THE RUNOFF AS SHEET FLOW, AND PROVIDE REMOVAL OF SEDIMENT FROM THE RUNOFF. BY INTERRUPTING THE LENGTH OF A SLOPE, FIBER ROLLS CAN ALSO REDUCE EROSION.
2. FIBER ROLLS SHALL BE EITHER PREFABRICATED ROLLS OR ROLLED TUBES OF EROSION CONTROL BLANKET. FIELD ROLLED FIBER ROLL ARE ASSEMBLED BY ROLLING THE LENGTH OF EROSION CONTROL BLANKET INTO A TUBE OF MINIMUM 8 IN. DIAMETER AND BINDING THE ROLL AT EACH END AND EVERY 4 FT ALONG THE LENGTH OF THE ROLL WITH JUTE-TYPE TWINE.
3. TURN THE ENDS OF THE FIBER ROLL UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE ROLL.
4. AROUND THE ROLL.
5. PREFABRICATED FIBER ROLLS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
6. STAKE FIBER ROLLS INTO A 2 TO 4 INCH DEEP TRENCH WITH A WIDTH EQUAL TO THE DIAMETER OF THE FIBER ROLL. DRIVE STAKES AT THE END OF EACH FIBER ROLL AND SPACED 4 FT MAXIMUM ON CENTER. USE WOOD STAKES WITH A NOMINAL CLASSIFICATION OF 1 X 1 IN. AND MINIMUM LENGTH OF 24 IN.
7. IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED, NOT ABUTTED.
8. CONTRACTOR SHALL INSPECT PRIOR TO FORECASTED RAIN, DAILY DURING EXTENDED RAIN EVENTS, AFTER RAIN EVENTS, WEEKLY DURING THE RAINY SEASON, AND AT 2 WEEK INTERVALS DURING THE NON-RAINY SEASON.
9. CONTRACTOR SHALL REPAIR OR REPLACE SPLIT, TORN, UNRAVELING, OR SLUMPING FIBER ROLLS.
10. CONTRACTOR SHALL REMOVE SEDIMENT WHEN SEDIMENT ACCUMULATION REACHES ONE-HALF THE HEIGHT OF THE FIBER ROLL.
11. FIBER ROLLS SHALL REMAIN IN PLACE AND OPERATIONAL UNTIL THE DRAINAGE AREA IS COMPLETELY STABILIZED AND COVERED WITH GRASS (SEE LANDSCAPE ARCHITECTURAL PLANS FOR DETAILS). CONTRACTOR SHALL REMOVE THE FIBER ROLLS AT THE REQUEST OF THE ENGINEER OR OWNER AFTER GRASS IS ESTABLISHED AND ACCEPTED BY THE ENGINEER OR OWNER.

FIBER WATTLE
SCALE: NTS

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1421 N. Meadowood Lane
Suite 150
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18315
STATE OF IDAHO
ROBYN N. LASHBROOK
Digitally signed
by Robyn
Lashbrook
Date: 2022.05.31
16:40:17-0700

TULLAMORE SPORTS COMPLEX
PHASE I - BID PACKAGE 1
W. PRAIRIE AVE, POST FALLS, ID
EROSION & SEDIMENT CONTROL PLAN

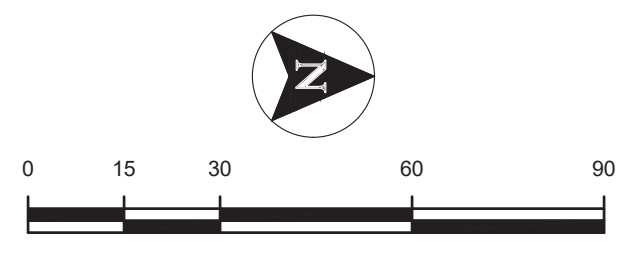
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FOR NUMBER	220016
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SHEET #
C1.0

811 CALL BEFORE YOU DIG!
 CALL DIGLINE INC.
 PRIOR TO COMMENCING
 UNDERGROUND WORK
 DIAL: 811

NOTE:
 THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.



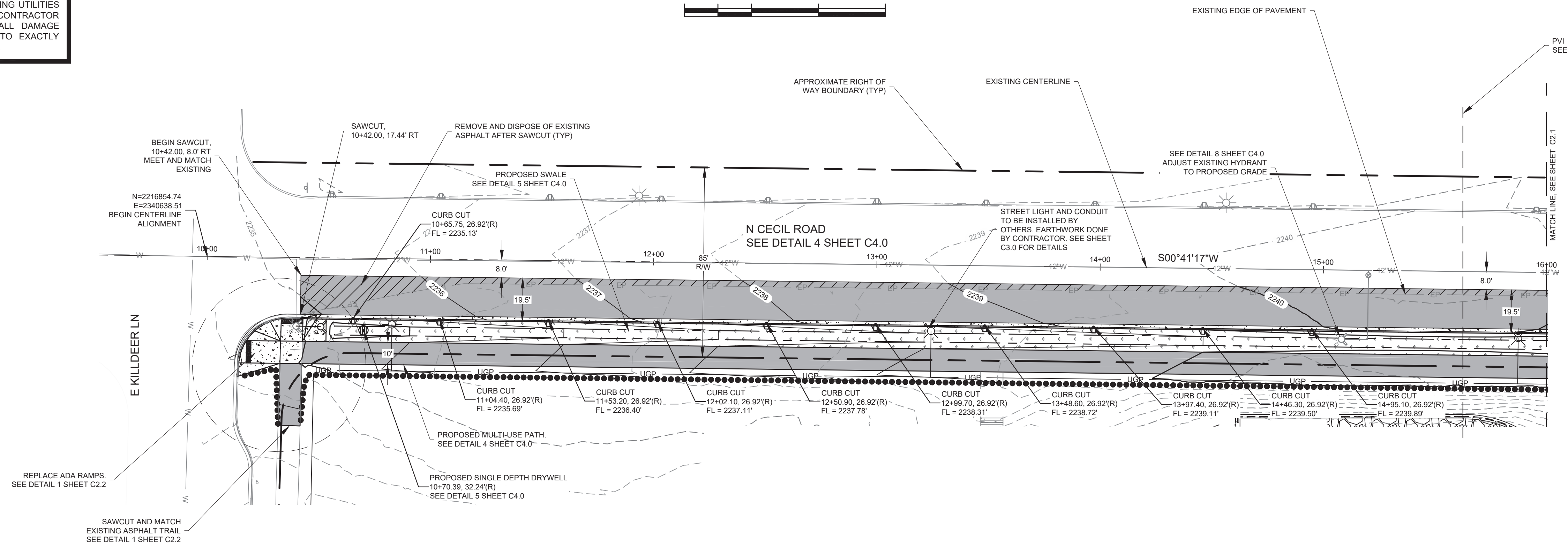
ABBREVIATIONS	
TBC	TOP BACK OF CURB
EX	EXISTING
PVI	POINT OF VERTICAL CURVATURE
FL	FLOW LINE

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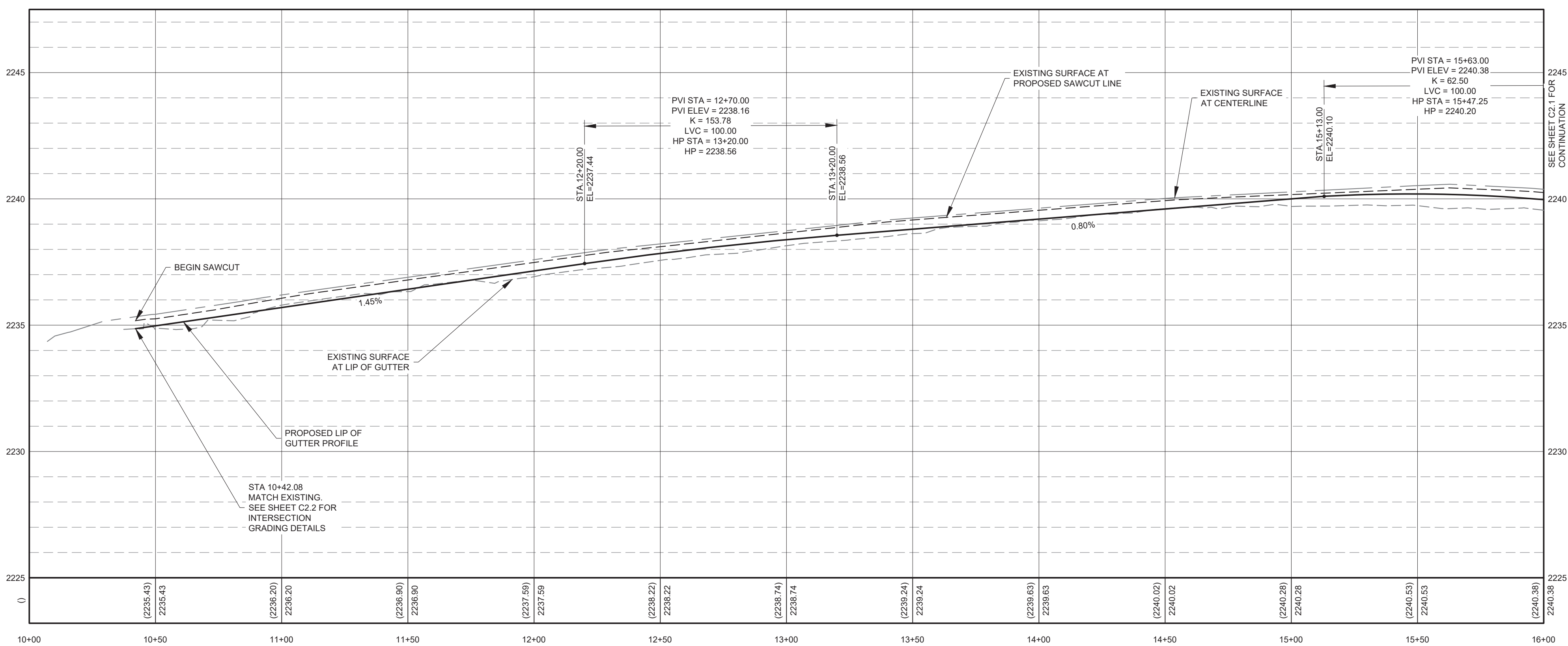
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 18315
 STATE OF IDAHO
 ROBYN N. LASHBROOK
 Digitally signed by Robyn Lashbrook Date: 2022.05.31 16:40:31-0700'



LEGEND	
[Pattern]	PROPOSED ASPHALT
[Pattern]	PROPOSED SWALE
[Pattern]	SAWCUT / REMOVE PAVEMENT
[Pattern]	PROPOSED CONCRETE
[Line]	EXISTING EDGE OF PAVEMENT
[Dotted]	GRADING LIMITS - MATCH EXISTING
[Dashed]	DESIGN MAJOR CONTOUR
[Dashed]	DESIGN MINOR CONTOUR
[Dashed]	EXISTING MAJOR CONTOUR
[Dashed]	EXISTING MINOR CONTOUR



NOTE: LIP OF GUTTER PROFILE IS 25.5' OFFSET FROM CENTERLINE ALIGNMENT STATIONING

CECIL ROAD - SOUTH PLAN AND PROFILE
 STA. 10+00 - 16+00
 SCALE AS SHOWN
 VERTICAL 1" = 15'
 HORIZONTAL 1" = 30'

TULLAMORE SPORTS COMPLEX
 PHASE I - BID PACKAGE 1
 W. PRAIRIE AVE, POST FALLS, ID
PAVING PLAN SOUTH

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DATE	5/18/2022
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SHEET #
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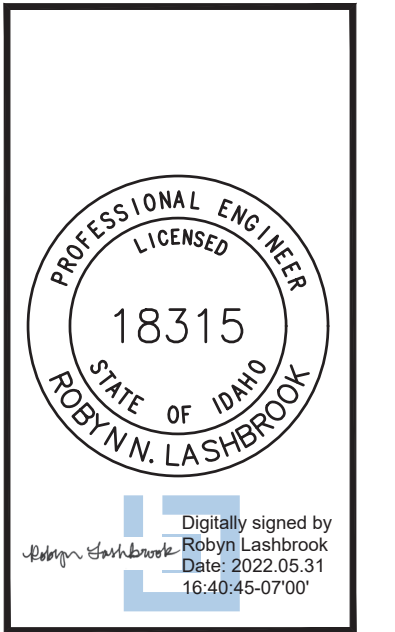
ABBREVIATIONS	
TBC	TOP BACK OF CURB
EX	EXISTING
PVI	POINT OF VERTICAL CURVATURE
FL	FLOW LINE

KEYNOTES:	
1	PROPOSED 2" WATER LINE. SEE DETAIL 3 SHEET C4.1
2	2" WATER METER. SEE DETAIL 3 SHEET C4.1

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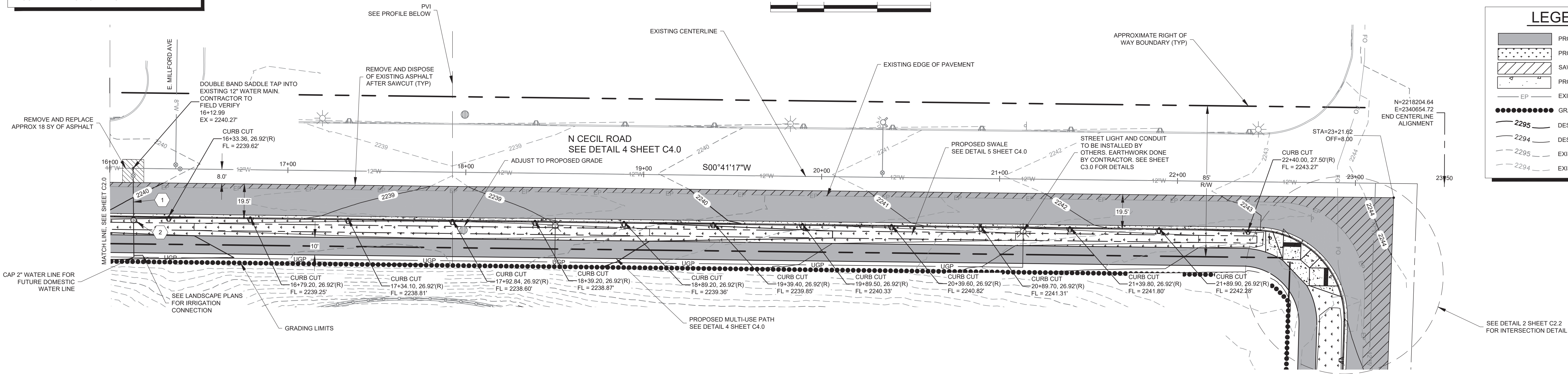


TULLAMORE SPORTS COMPLEX
 PHASE I - BID PACKAGE 1
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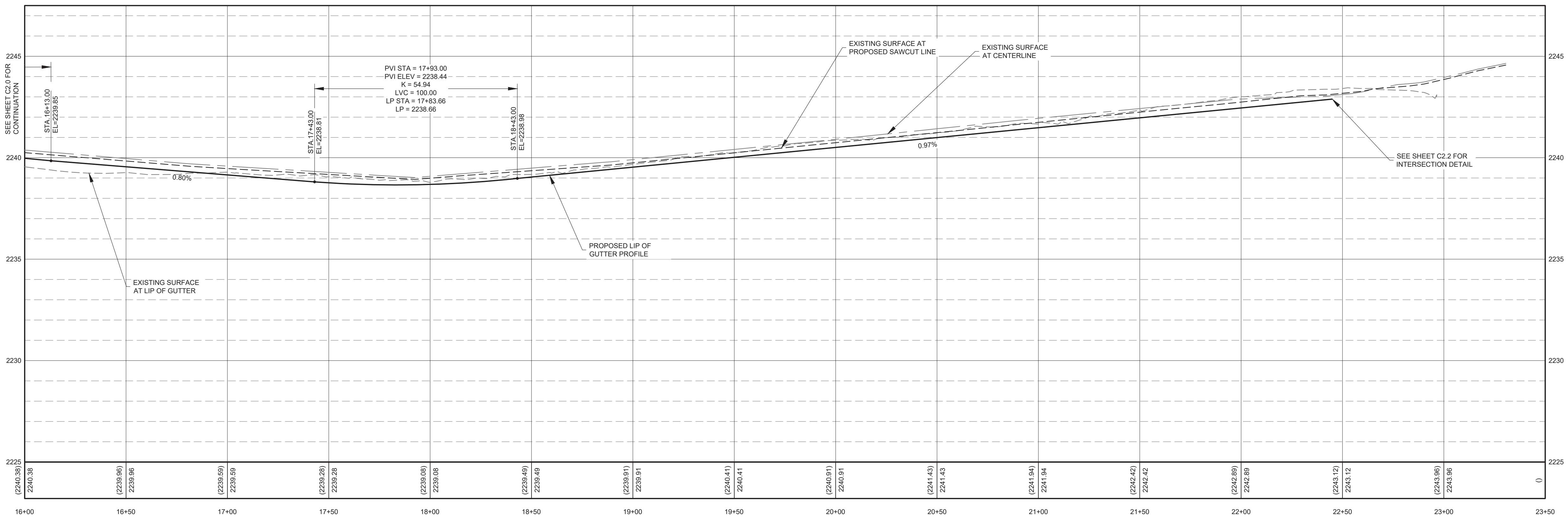
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SHEET #
C2.1

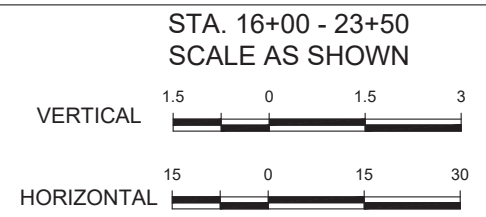


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[Pattern]	PROPOSED SWALE
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[Pattern]	PROPOSED CONCRETE
[Line]	EXISTING EDGE OF PAVEMENT
[Dotted Line]	GRADING LIMITS - MATCH EXISTING
[Solid Line]	2295 DESIGN MAJOR CONTOUR
[Dashed Line]	2294 DESIGN MINOR CONTOUR
[Dotted Line]	2295 EXISTING MAJOR CONTOUR
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NOTE: LIP OF GUTTER PROFILE IS 25.5' OFFSET FROM CENTERLINE ALIGNMENT STATIONING

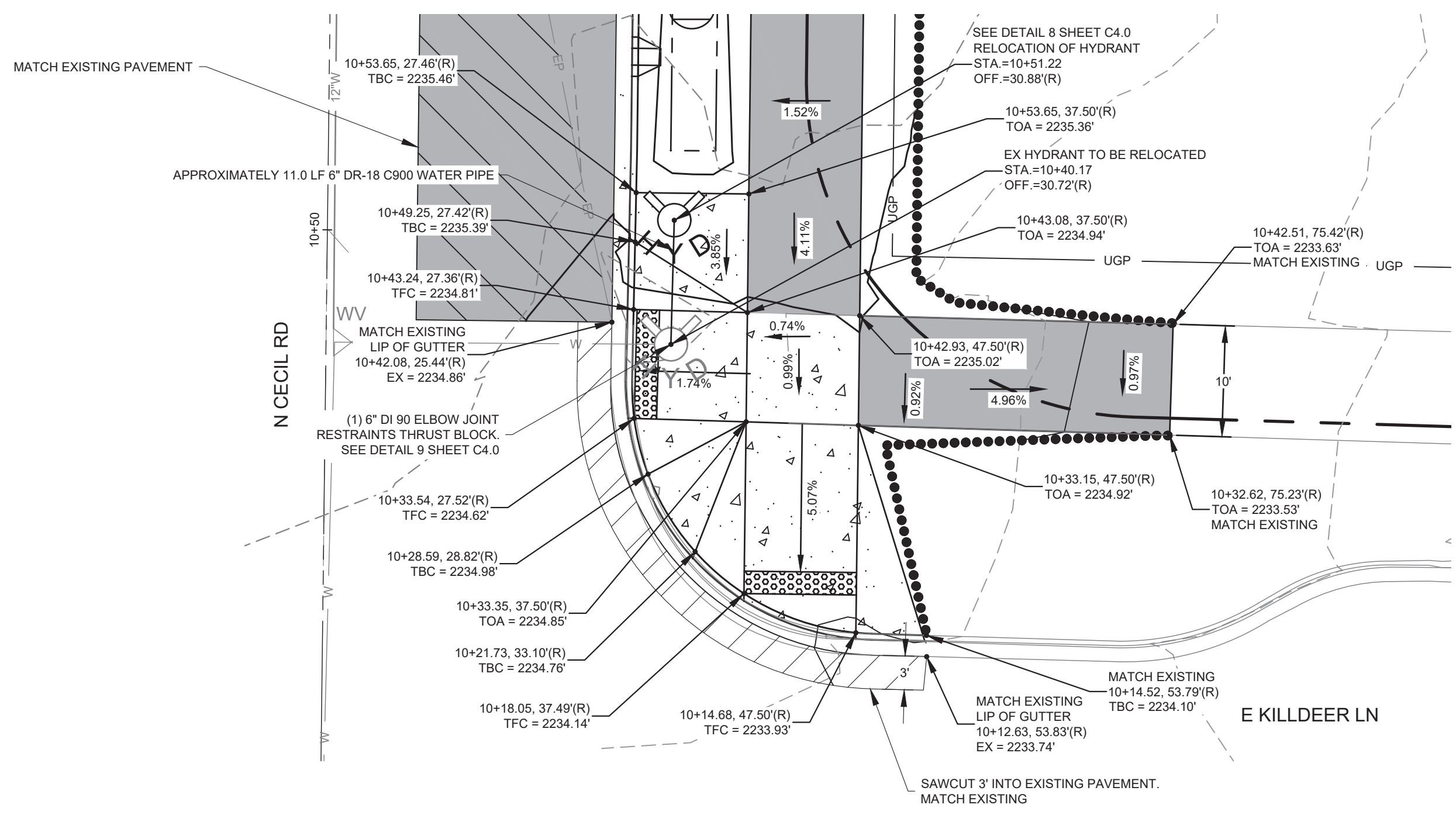
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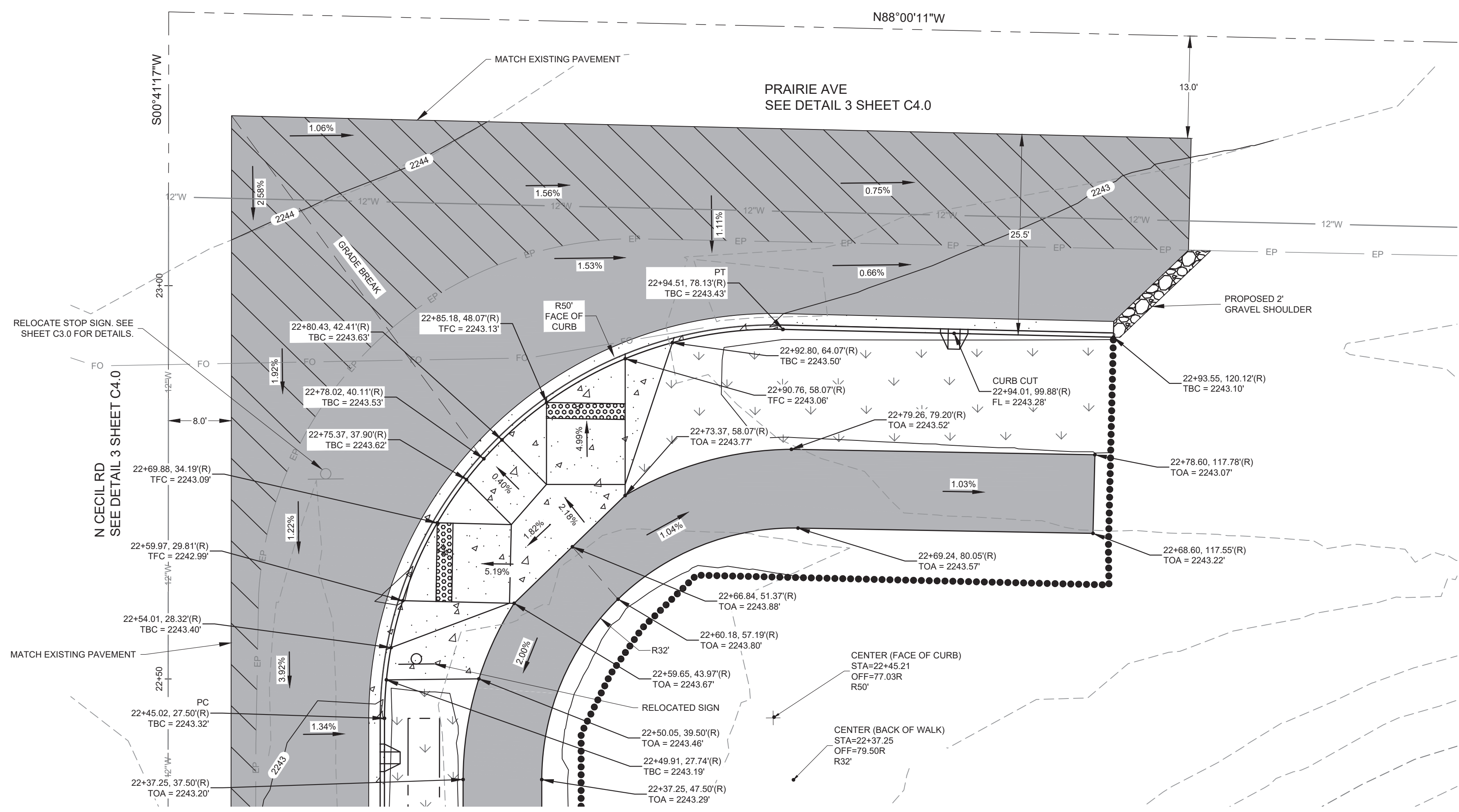
811 CALL BEFORE YOU DIG!
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 DIAL: 811

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ABBREVIATIONS	
EX	EXISTING
ME	MATCH EXISTING
PVI	POINT OF VERTICAL CURVATURE
TOA	TOP OF ASPHALT
TCC	TOP OF CONCRETE
TBC	TOP BACK OF VERTICAL CURB
TFC	TOP OF FLAT CURB
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY



CECIL ROAD - KILLDEER LANE INTERSECTION



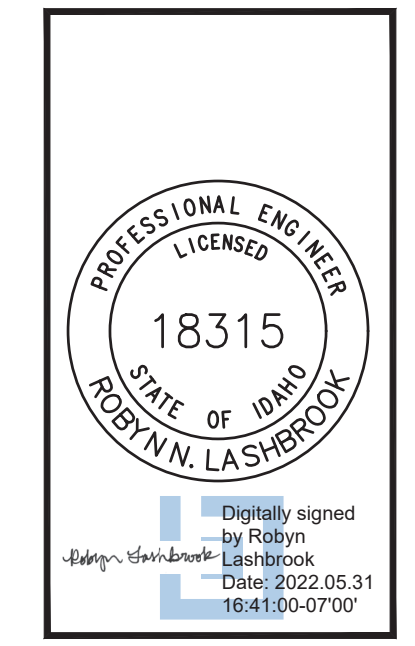
CECIL ROAD - PRAIRIE AVENUE INTERSECTION DETAIL



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LEGEND	
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[Pattern]	PROPOSED SWALE
[Pattern]	SAWCUT / REMOVE PAVEMENT
[Pattern]	PROPOSED CONCRETE
[Line]	EXISTING EDGE OF PAVEMENT
[Dotted Line]	GRADING LIMITS - MATCH EXISTING
[Thick Solid Line]	DESIGN MAJOR CONTOUR
[Thin Solid Line]	DESIGN MINOR CONTOUR
[Dashed Line]	EXISTING MAJOR CONTOUR
[Dotted Dashed Line]	EXISTING MINOR CONTOUR

TULLAMORE SPORTS COMPLEX
 PHASE I - BID PACKAGE 1
 W. PRAIRIE AVE, POST FALLS, ID
PAVING DETAILS

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FOR NUMBER	220016
DATE	5/18/2022
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SHEET #
C2.2

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UNDERGROUND WORK
DIAL: 811

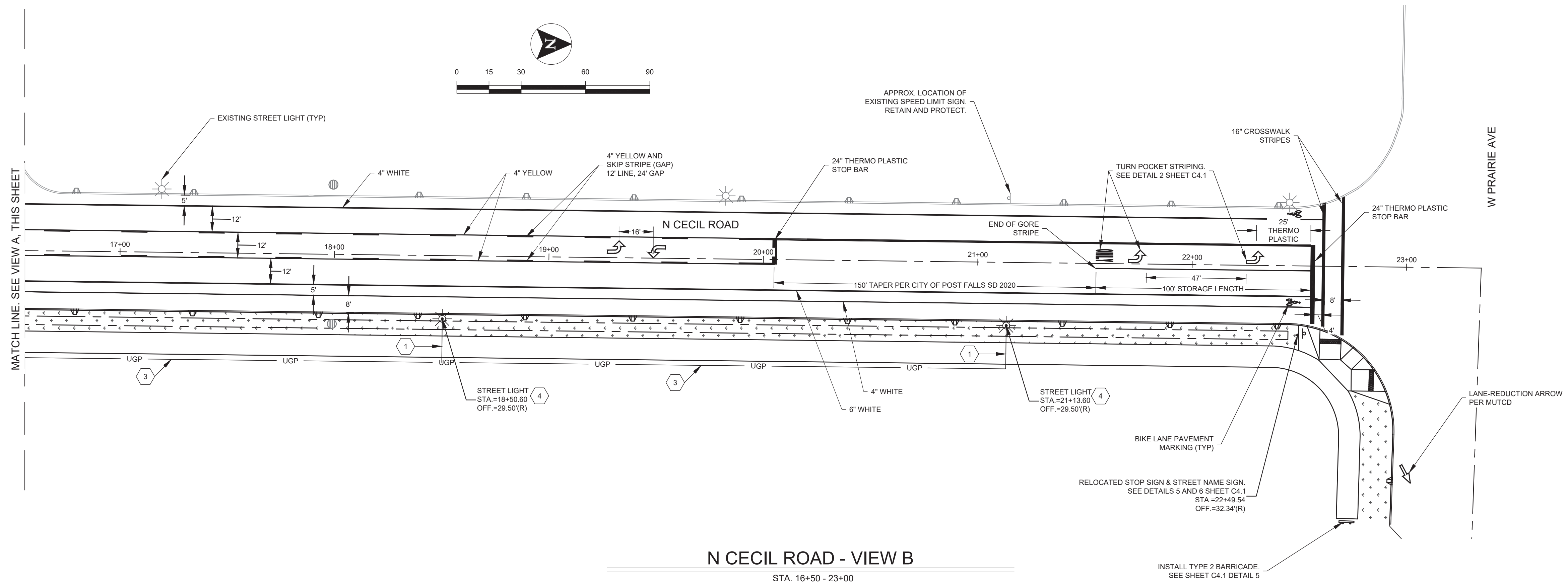
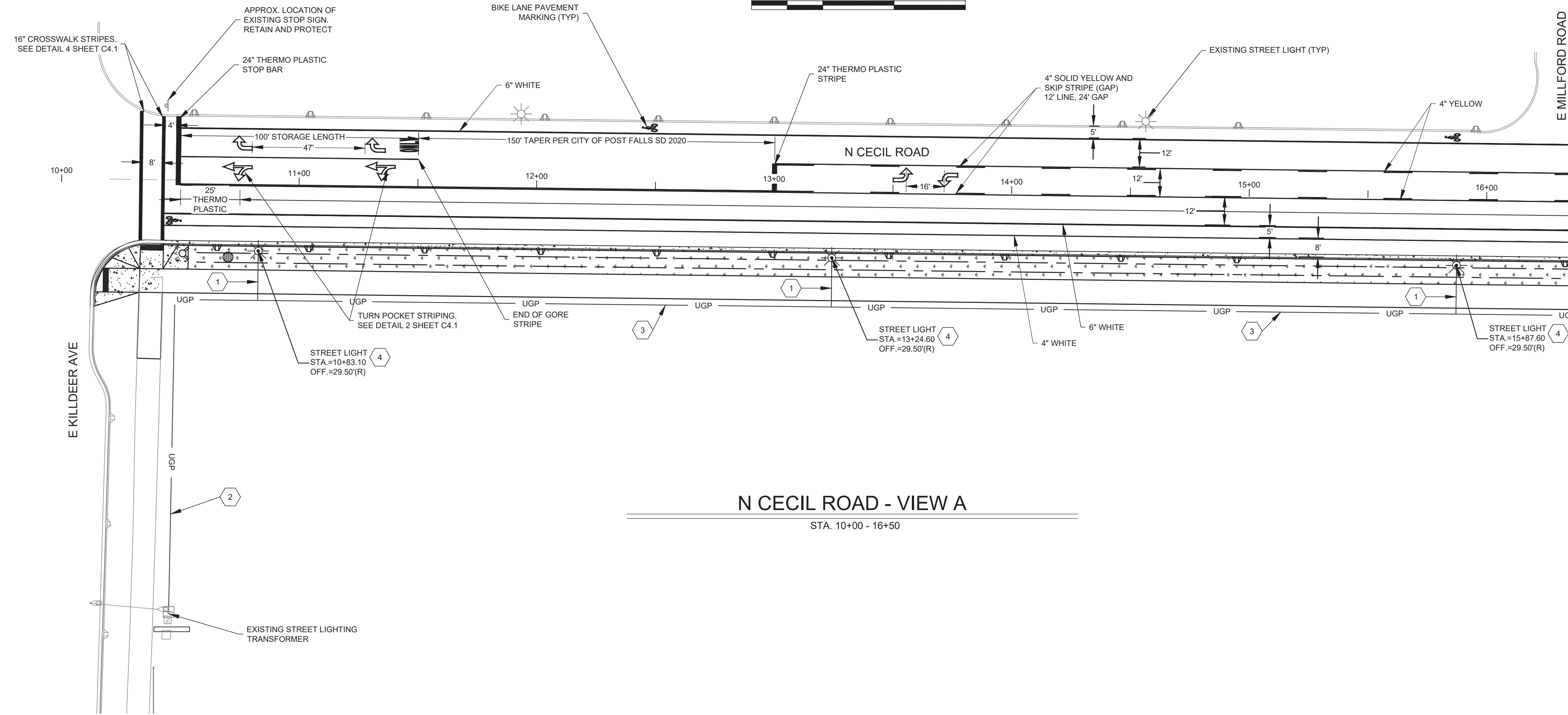
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NOTES:

1. TURN POCKET STRIPING PER DETAIL 2 SHEET C4.1.
2. PAVEMENT MARKINGS PER DETAIL 7 SHEET C4.0.
3. SEE ELECTRICAL PLANS FOR STREET LIGHT DETAILS.
4. VERIFY ALL UTILITY INSTALLATION LOCATIONS AND REQUIREMENTS WITH KOOTENAI ELECTRIC COOPERATIVE (KEC) PRIOR TO COMMENCEMENT OF WORK. CONTACT: JESSE HOLDERMAN (208) 292-3232. JHOLDERMAN@KEC.COM
5. EXISTING PAVEMENT MARKINGS TO BE REMOVED DURING CONSTRUCTION. SEE SHEET C4.0 DETAIL 7.

KEYNOTES:

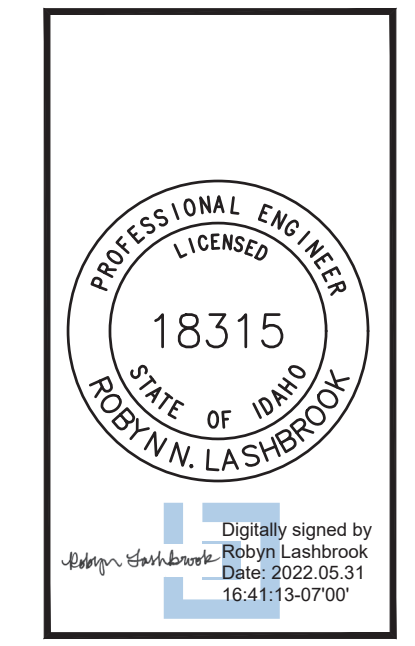
1. PROVIDE LABOR AND MATERIALS FOR INSTALLING 2" SCHEDULE 40 PVC CONDUIT SLEEVE UNDER MULTI-USE PATH FOR USE BY KEC FOR INSTALLATION OF STREET LIGHTING.
2. PROVIDE TRENCHING, BEDDING, BACKFILL FOR KEC STREET LIGHTING CONDUIT INSTALLATION. COORDINATE EXACT REQUIREMENTS WITH KEC PRIOR TO INSTALLATION.
3. PROVIDE LABOR, MATERIALS, AND EQUIPMENT FOR TRENCHING, BEDDING, BACKFILL FOR KEC STREET LIGHTING CONDUIT INSTALLATION TO EXISTING UTILITY TRANSFORMER. KEC SHALL FURNISH AND INSTALL STREET LIGHTING CONDUIT AND CONDUCTORS. COORDINATE ALL REQUIREMENTS WITH KEC PRIOR TO COMMENCEMENTS OF WORK.
4. PROVIDE LABOR, MATERIALS, AND EQUIPMENT FOR TRENCHING, BEDDING, BACKFILL FOR KEC STREET LIGHTING CONDUIT INSTALLATION. KEC SHALL FURNISH AND INSTALL STREET LIGHTING CONDUIT AND CONDUCTORS. COORDINATE ALL REQUIREMENTS WITH KEC PRIOR TO COMMENCEMENTS OF WORK.
5. STREET LIGHTING SHALL BE FURNISHED AND INSTALLED BY KEC. PROVIDE LABOR, MATERIALS, AND EQUIPMENT FOR TRENCHING, BEDDING, BACKFILL FOR KEC STREET LIGHTING CONDUIT INSTALLATION TO FINAL STREET LIGHTING POLE LOCATION. COORDINATE ALL REQUIREMENTS WITH KEC PRIOR TO COMMENCEMENTS OF WORK.



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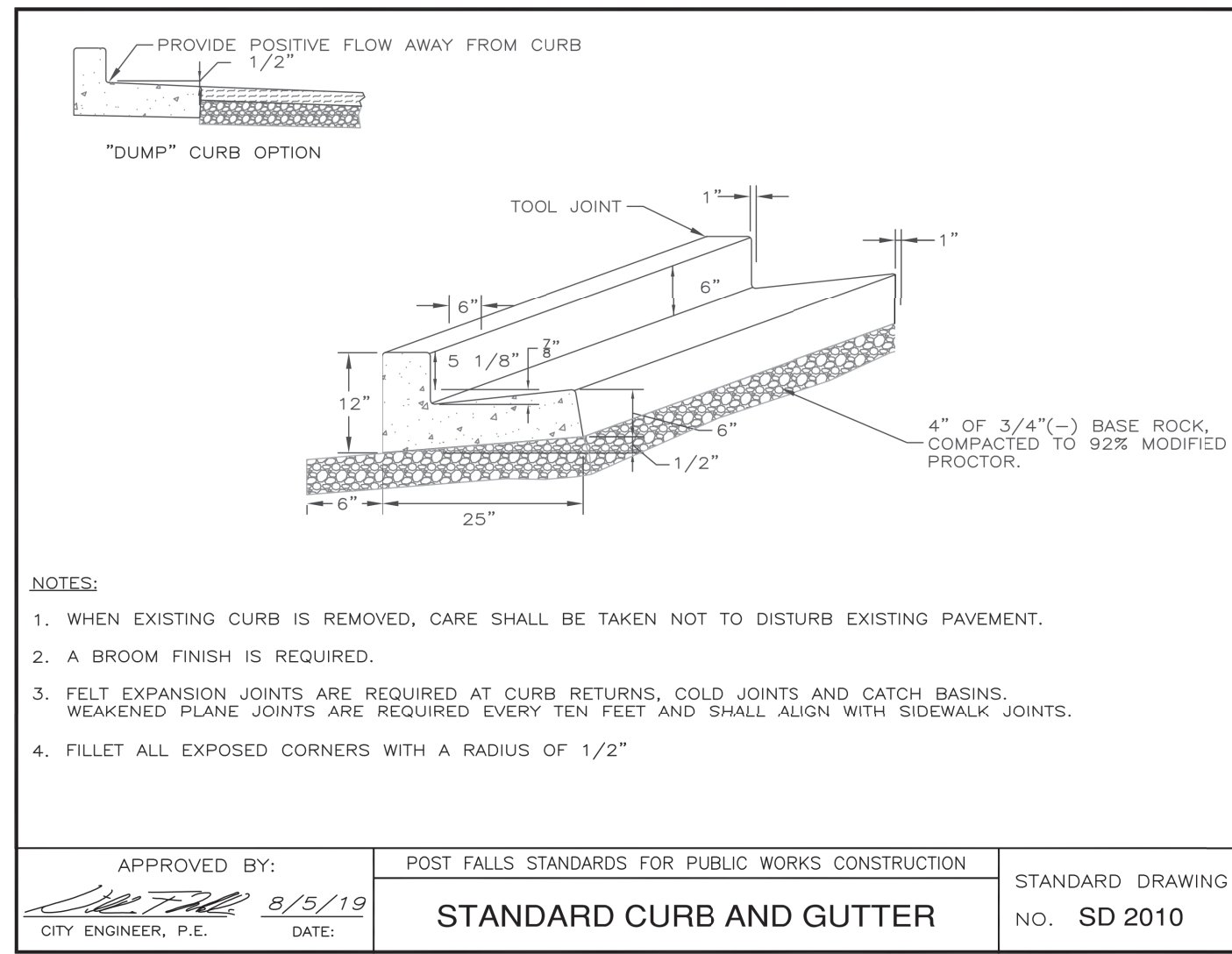


TULLAMORE SPORTS COMPLEX
PHASE I - BID PACKAGE 1
W. PRAIRIE AVE, POST FALLS, ID
PVMT MARKING AND SIGNAGE

REVISION	DATE

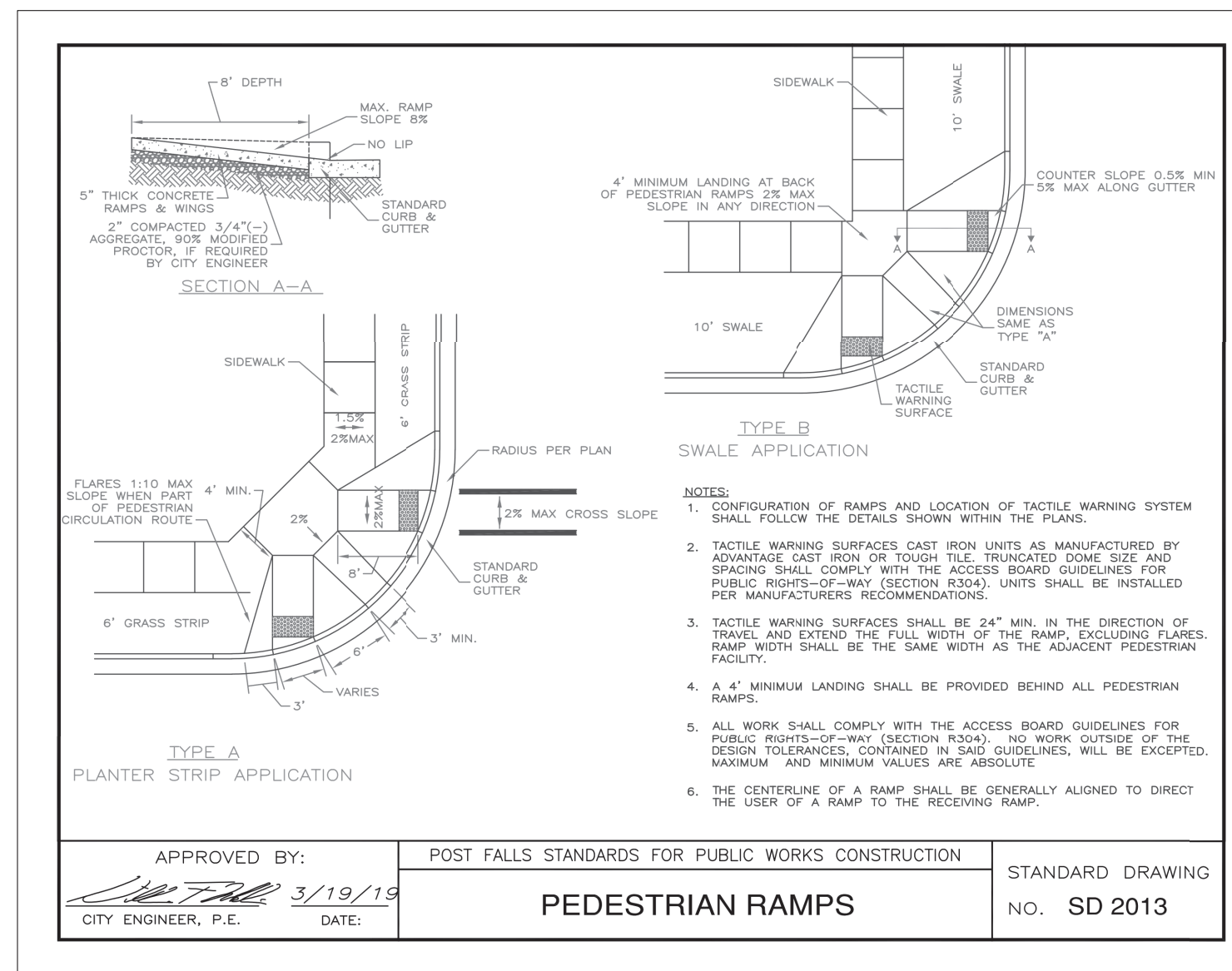
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SHEET #
C3.0



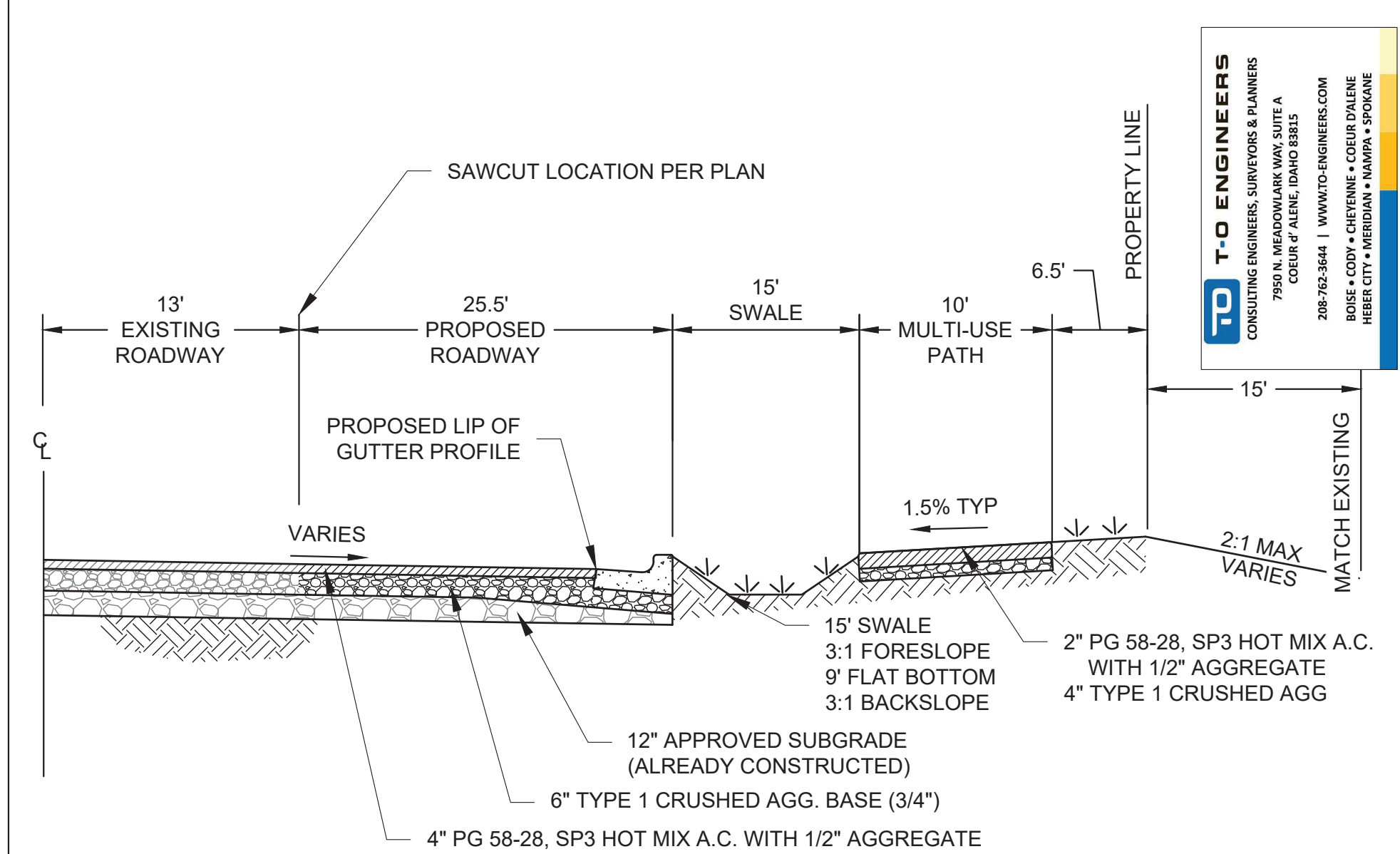
STANDARD 6" CURB AND GUTTER

NTS 1/C4.0



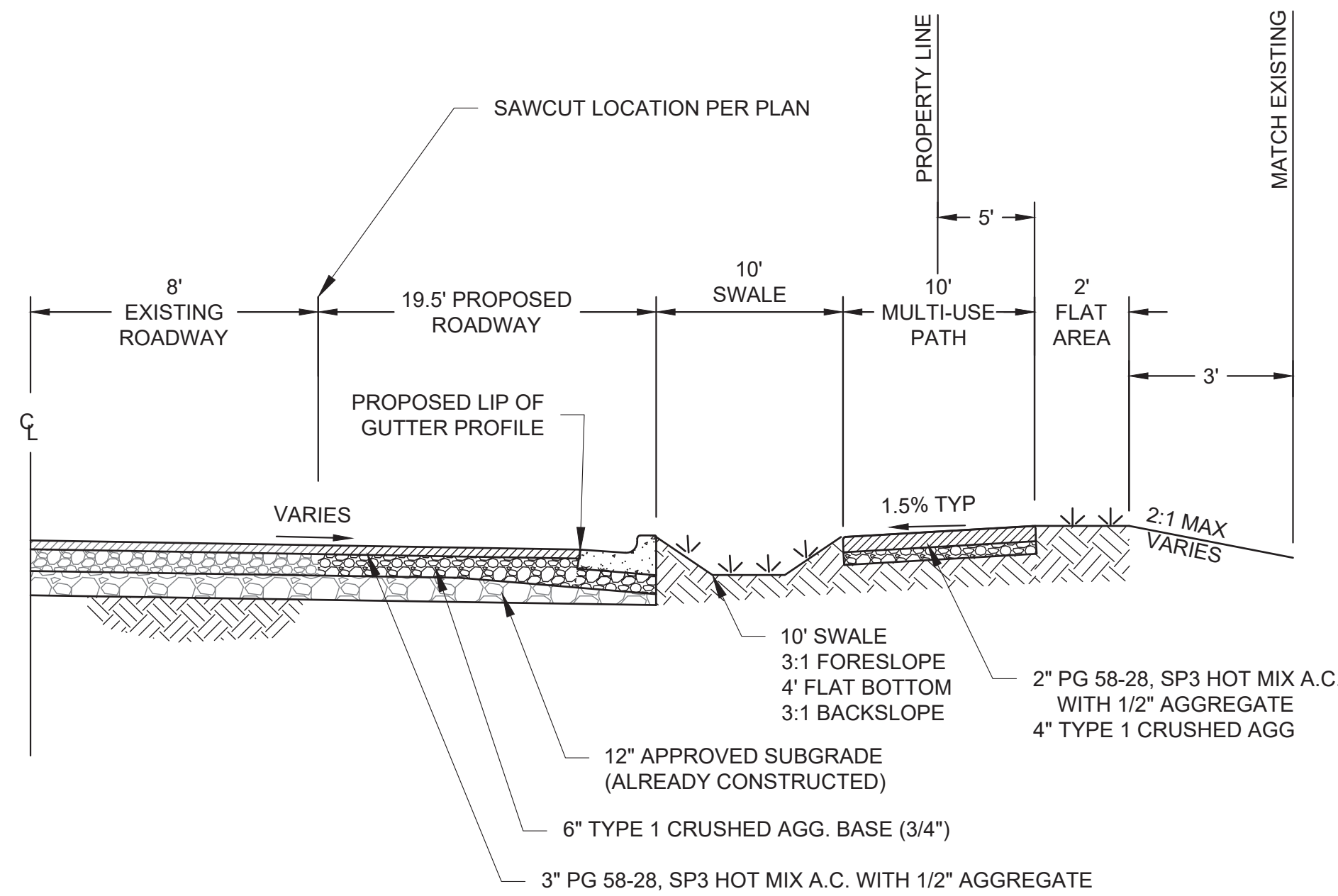
PEDESTRIAN RAMPS

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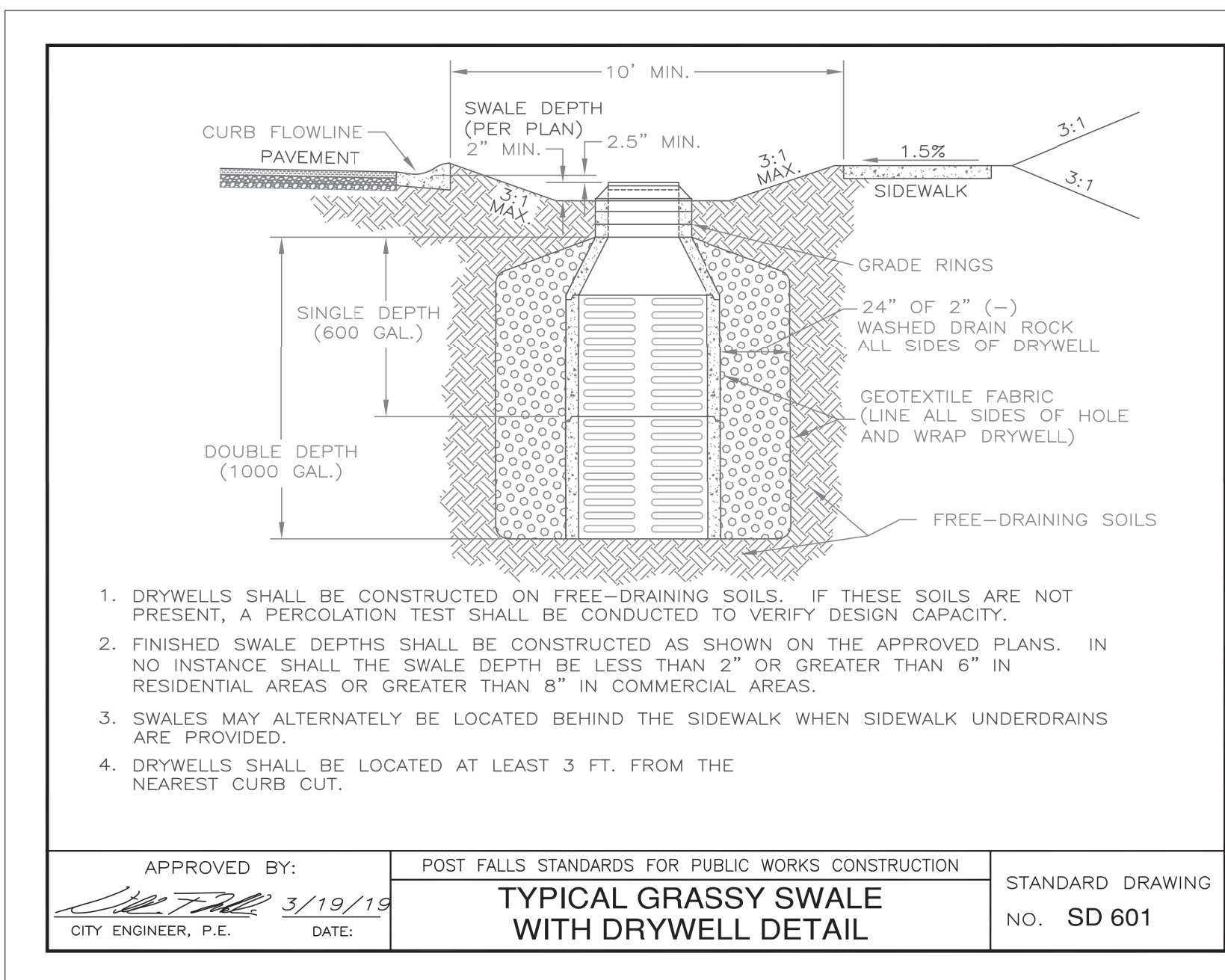
PRAIRIE TYPICAL CROSS SECTION

NTS 3/C4.0



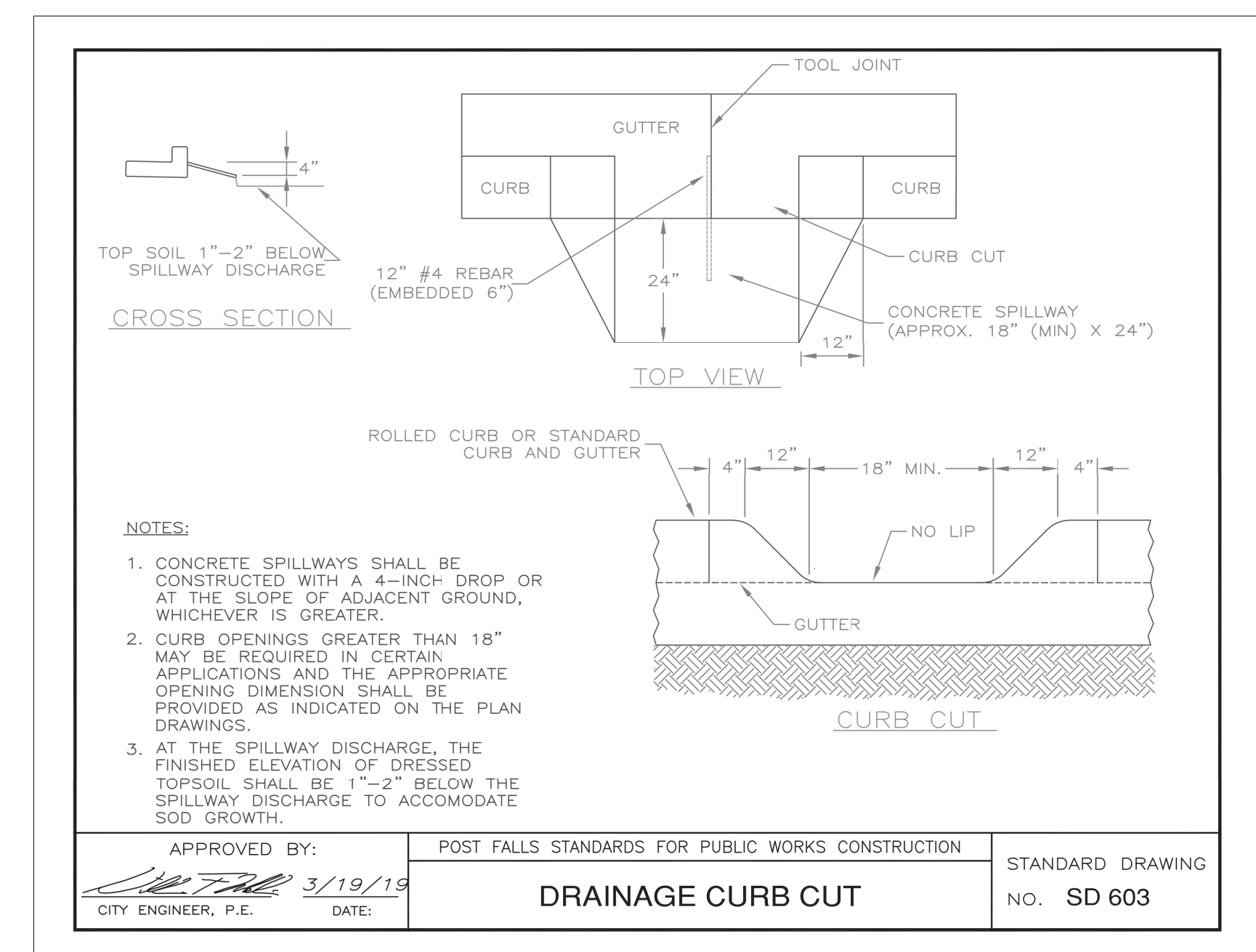
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NTS 4/C4.0



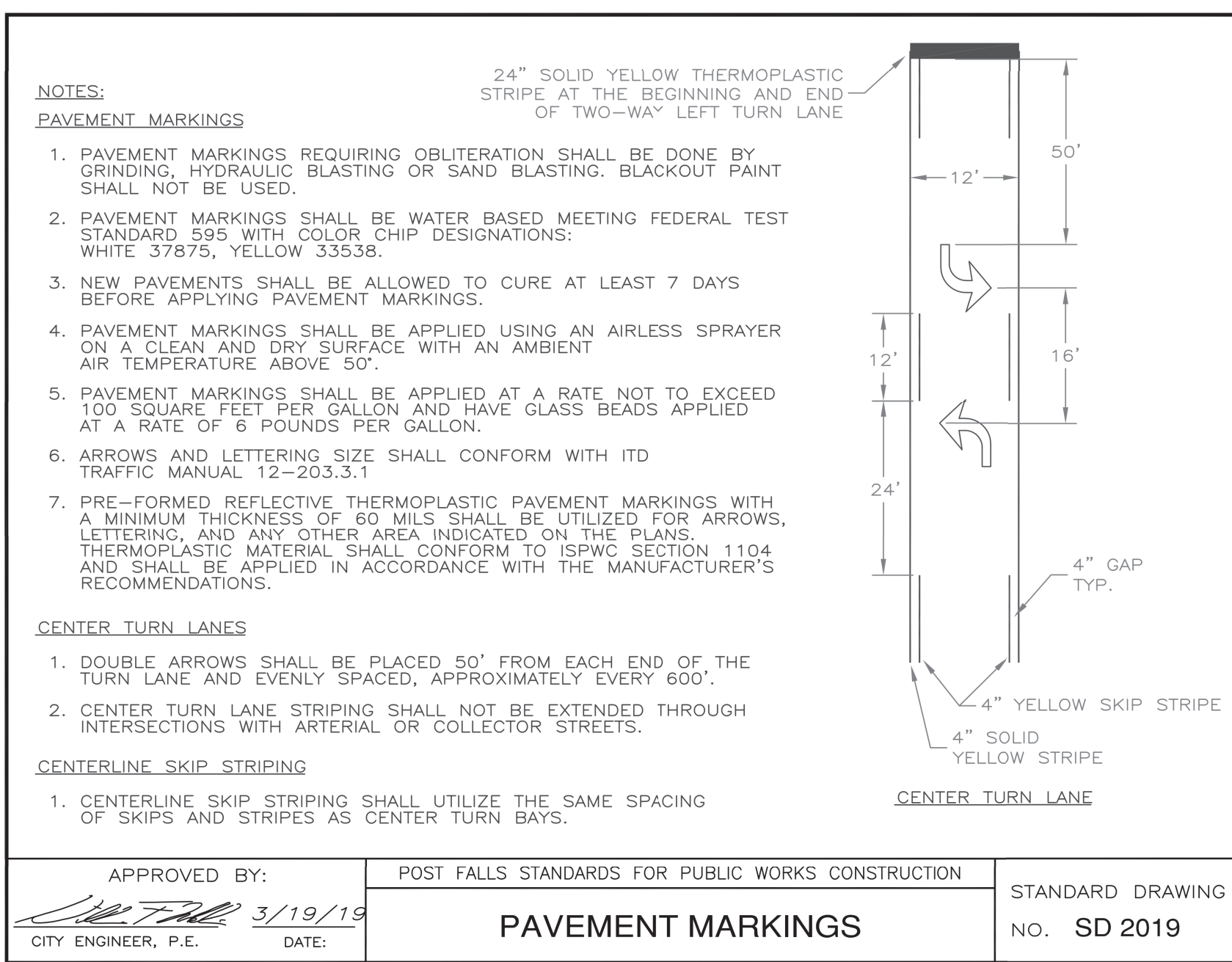
TYPICAL GRASSY SWALE WITH DRYWELL DETAIL

NTS 5/C4.0



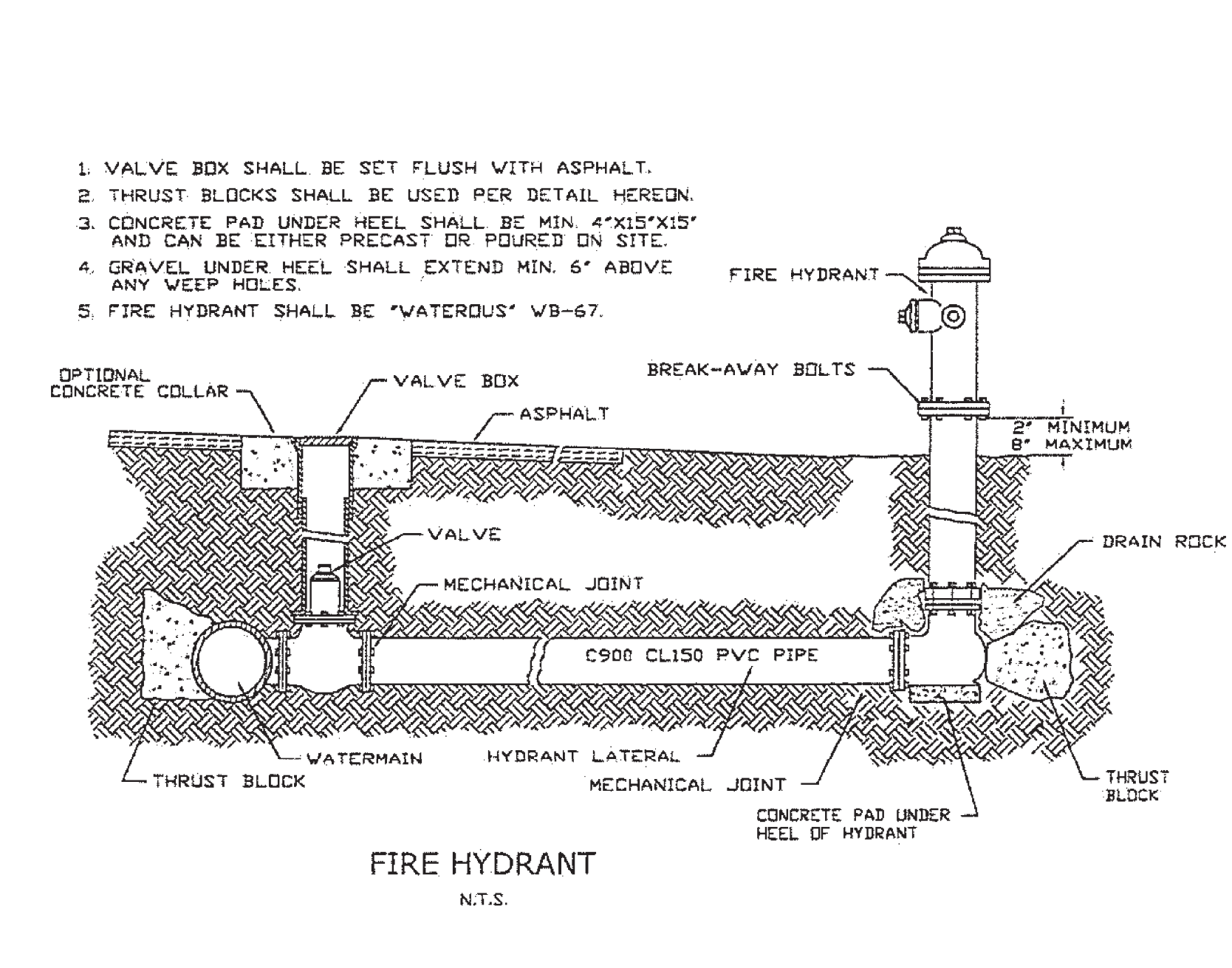
DRAINAGE CURB CUT DETAIL

NTS 6/C4.0



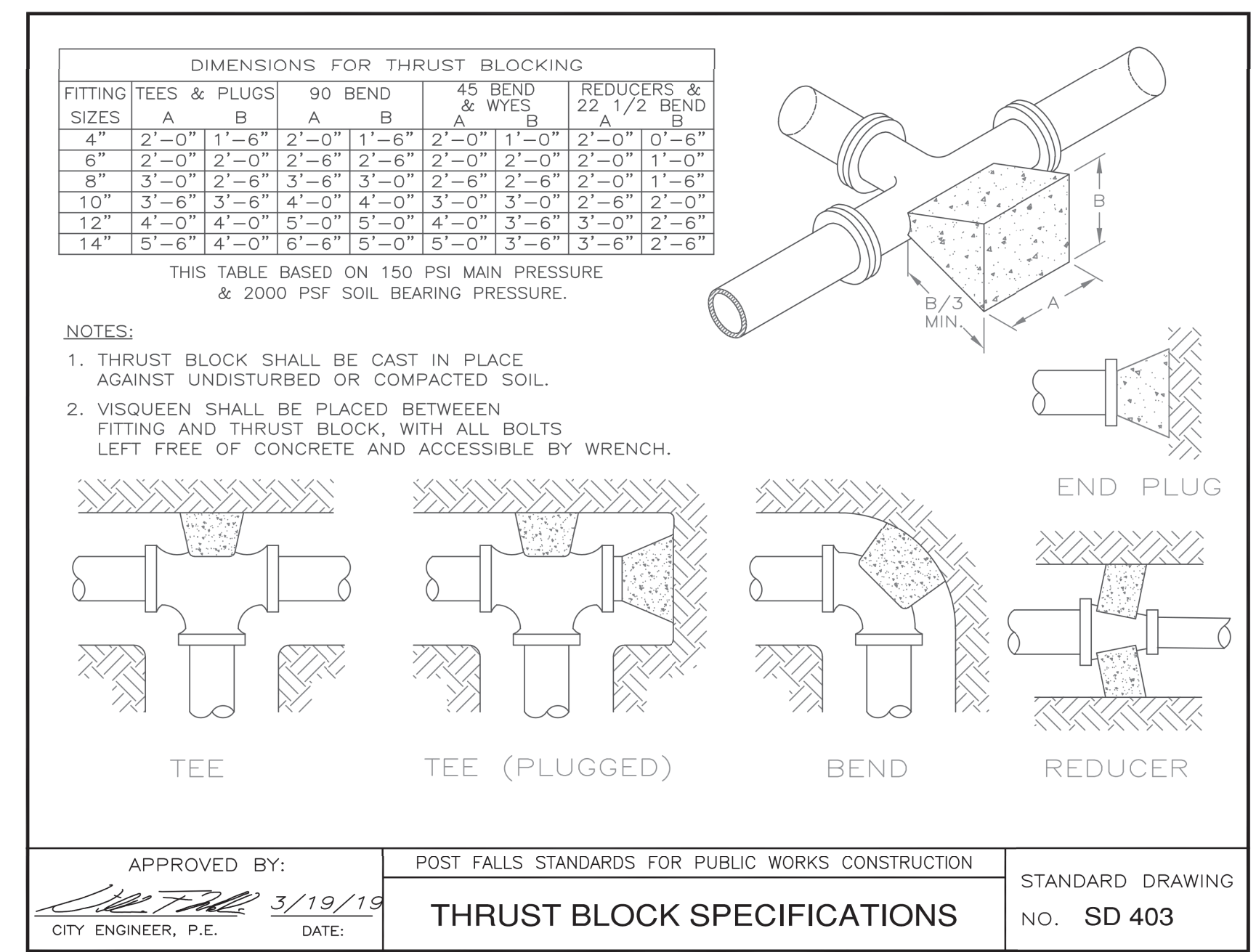
PAVEMENT MARKINGS

NTS 7/C4.0



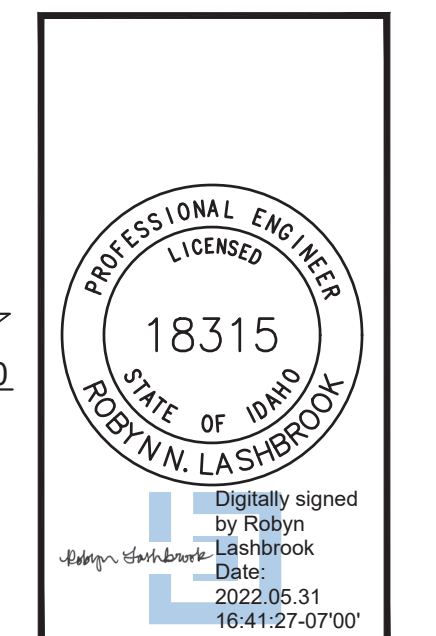
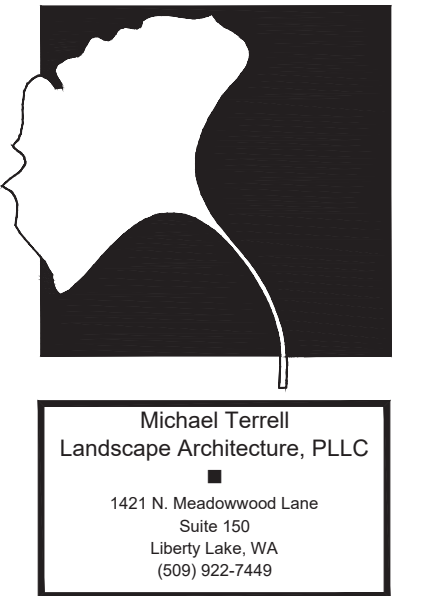
FIRE HYDRANT DETAIL

NTS 8/C4.0



THRUST BLOCK DETAIL

NTS 9/C4.0



TULLAMORE SPORTS COMPLEX
 PHASE I - BID PACKAGE 1
 W. PRAIRIE AVE, POST FALLS, ID

DETAILS

REVISION	DATE

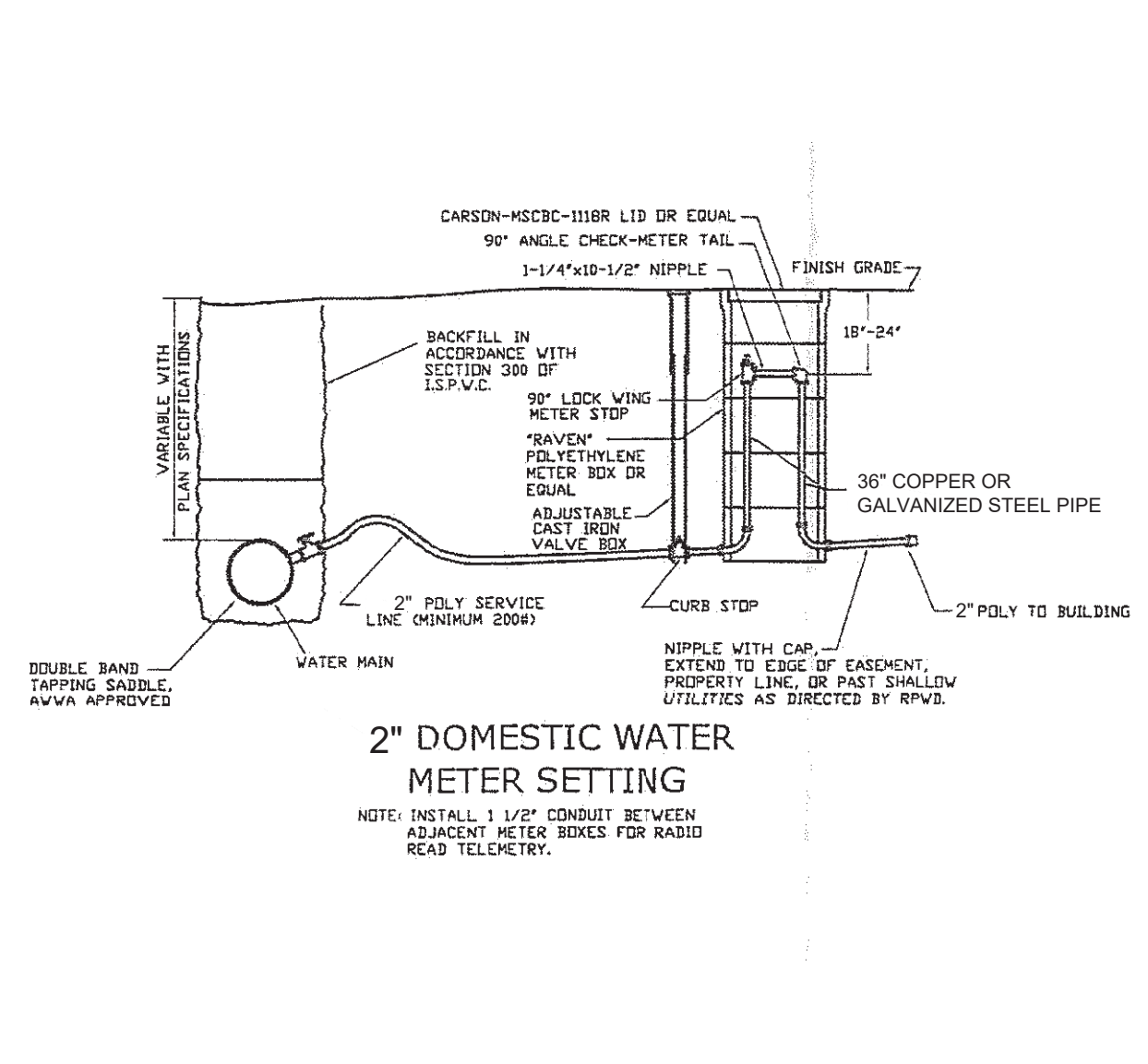
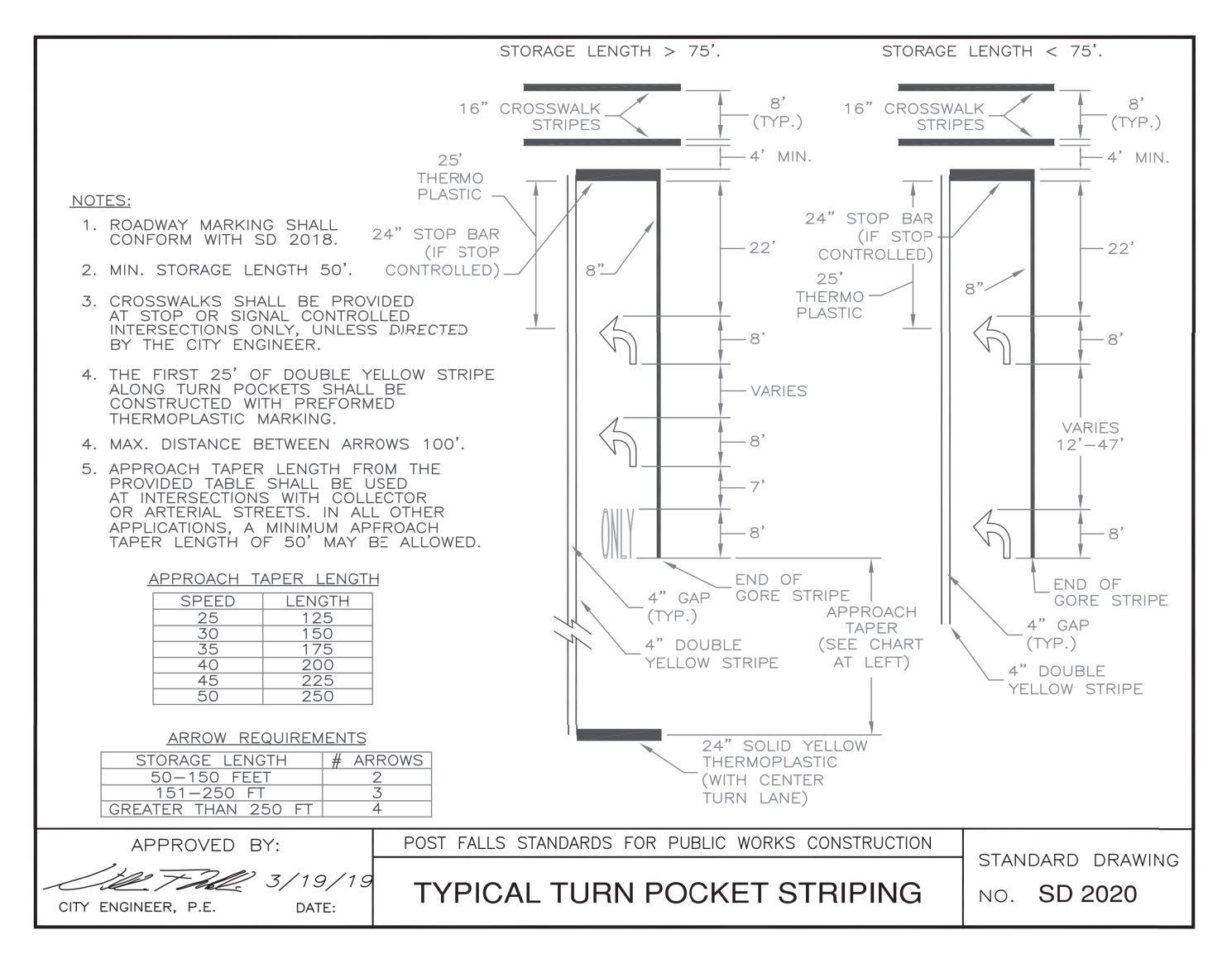
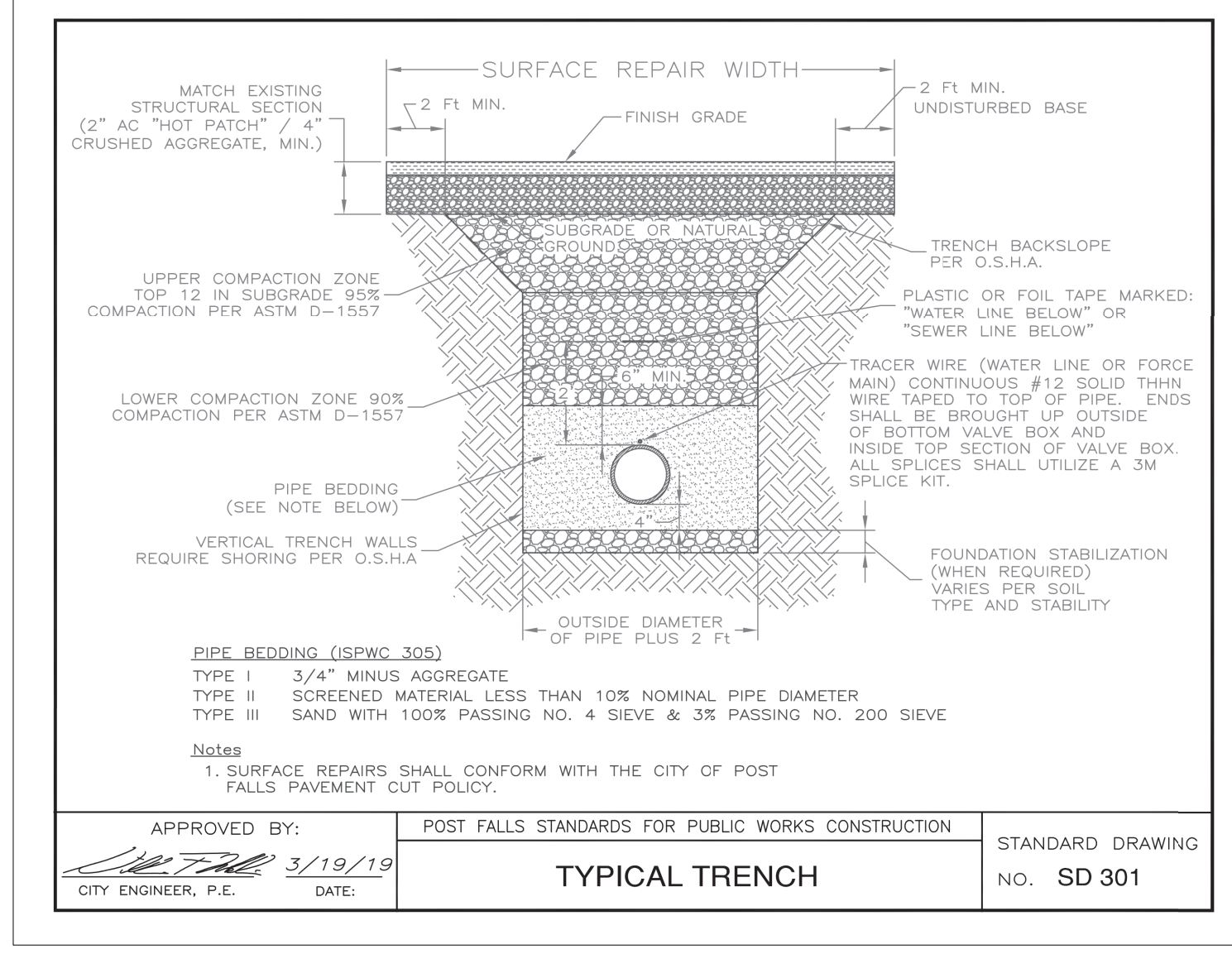
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REVISION	DATE
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SHEET #
C4.1



TYPICAL TRENCH DETAIL NTS 1 / C4.1

TYPICAL TURN POCKET STRIPING NTS 2 / C4.1

WATER SPECIFICATIONS

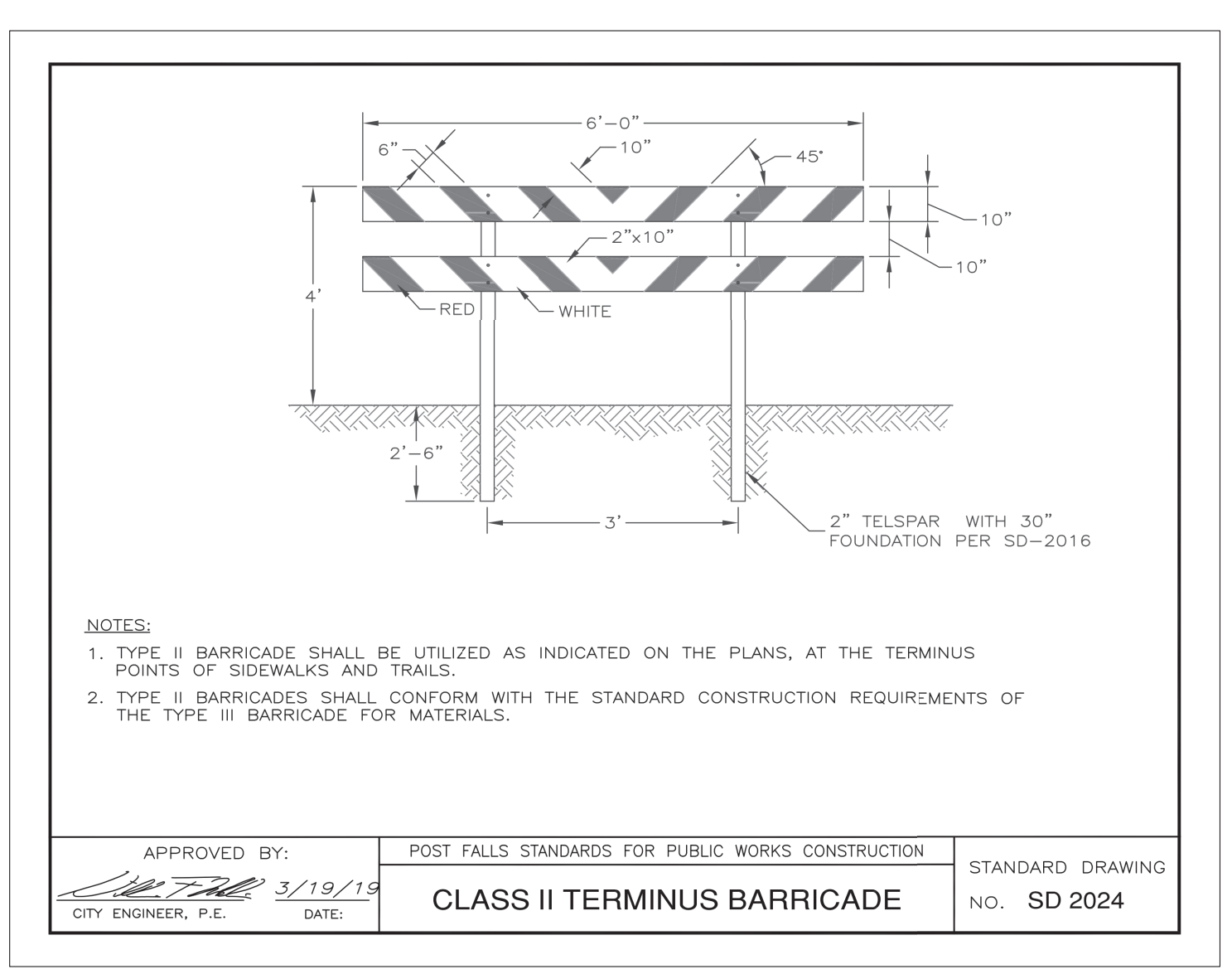
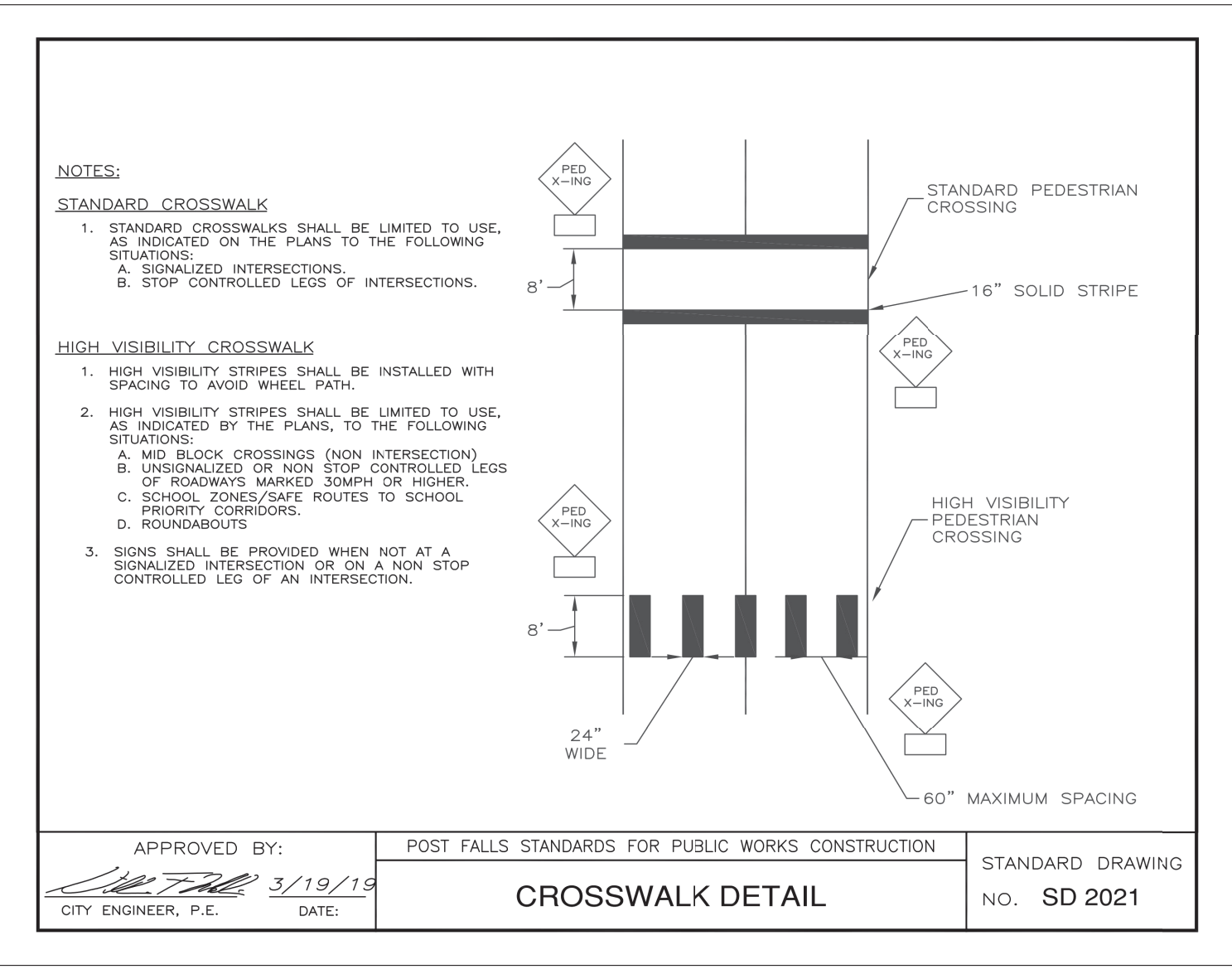
GENERAL
 THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FOLLOWING FINAL APPROVAL BY THE ENGINEER. ALL WORK SHALL BE GOVERNED BY THE SPECIFICATIONS FOR IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION AND BE SUBJECT TO THE APPROVAL OF THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY, ROSS POINT WATER DISTRICT, AND ONE OR MORE OF THE FOLLOWING AGENCIES AS DETERMINED BY JURISDICTION: THE KOOTENAI COUNTY FIRE DISTRICT, THE CITY OF POST FALLS, AND THE POST FALLS HIGHWAY DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AS SOON AS POSSIBLE AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL HAVE A CURRENT IDAHO PUBLIC WORKS LICENSE, BE PROPERLY INSURED AND QUALIFIED FOR WATER FACILITY CONSTRUCTION PROJECTS.

PIPE, FITTINGS, & VALVES
 POLYVINYL CHLORIDE (PVC) PIPE FOR MAIN LINES SHALL CONFORM TO THE REQUIREMENTS OF C-900 CLASS 150 PVC. PIPE JOINTS SHALL BE STANDARD RUBBER RING. FITTINGS SHALL BE CAST IRON FLANGE AND MECHANICAL JOINT AS SHOWN ON THE PLANS. VALVES SHALL BE RESILIENT SEAT GATE VALVES CORRESPONDING TO THE LATEST ISPPWC SPECIFICATION 402-2.2 OR BUTTERFLY VALVES CORRESPONDING TO THE LATEST ISPPWC SPECIFICATION 402-2.3 AND SHALL HAVE CAST IRON VALVE BOXES AND LIDS.

SERVICES
 SERVICES SHALL BE INSTALLED TO EACH LOT AS NOTED ON THE PLAN AND DETAIL SHEET. THE PLUGGED END OF THE SERVICE LINE SHALL BE MARKED BY AN EIGHT FOOT LENGTH OF #2 REBAR (1/4\"/>

TRENCHING, TESTING, DISINFECTION
 CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE DIVISION 300 AND DIVISION 400 OF THE LATEST ISPPWC. PIPE BEDDING AND BACKFILL MEETING THE REQUIREMENTS OF SECTION 305 AND SECTION 306 SHALL BE REQUIRED FOR THE ENTIRE LENGTH OF PIPE LAID. THE CONTRACTOR IS RESPONSIBLE TO SECURE ALL PERMITS REQUIRED AND INCLUDE ANY ASSOCIATED FEES IN BID AMOUNT. HYDROSTATIC TESTING AND DISINFECTION WILL BE IN ACCORDANCE WITH THE SECTIONS 401-3.6 AND 401-3.9 OF THESE SPECIFICATIONS, AND SEPARATION OF THE WATER MAINS AND SEWERS AS PER SECTION 405. MINIMUM DEPTH OF COVER TO THE TOP OF THE PIPE SHALL BE AS NOTED ON THE TRENCH DETAIL. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PUBLIC SAFETY REGULATIONS. TRAFFIC CONTROL AND SIGNING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

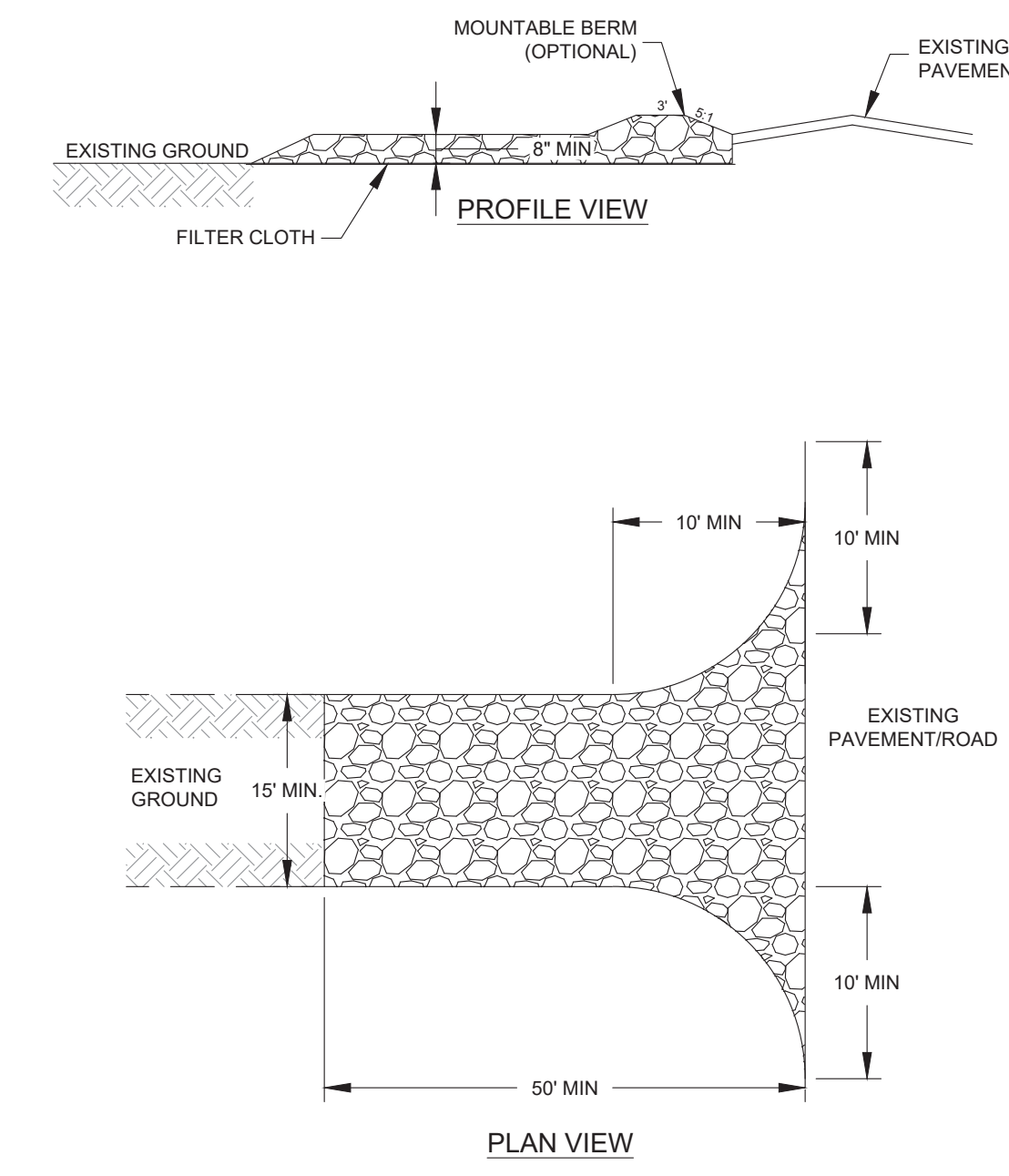
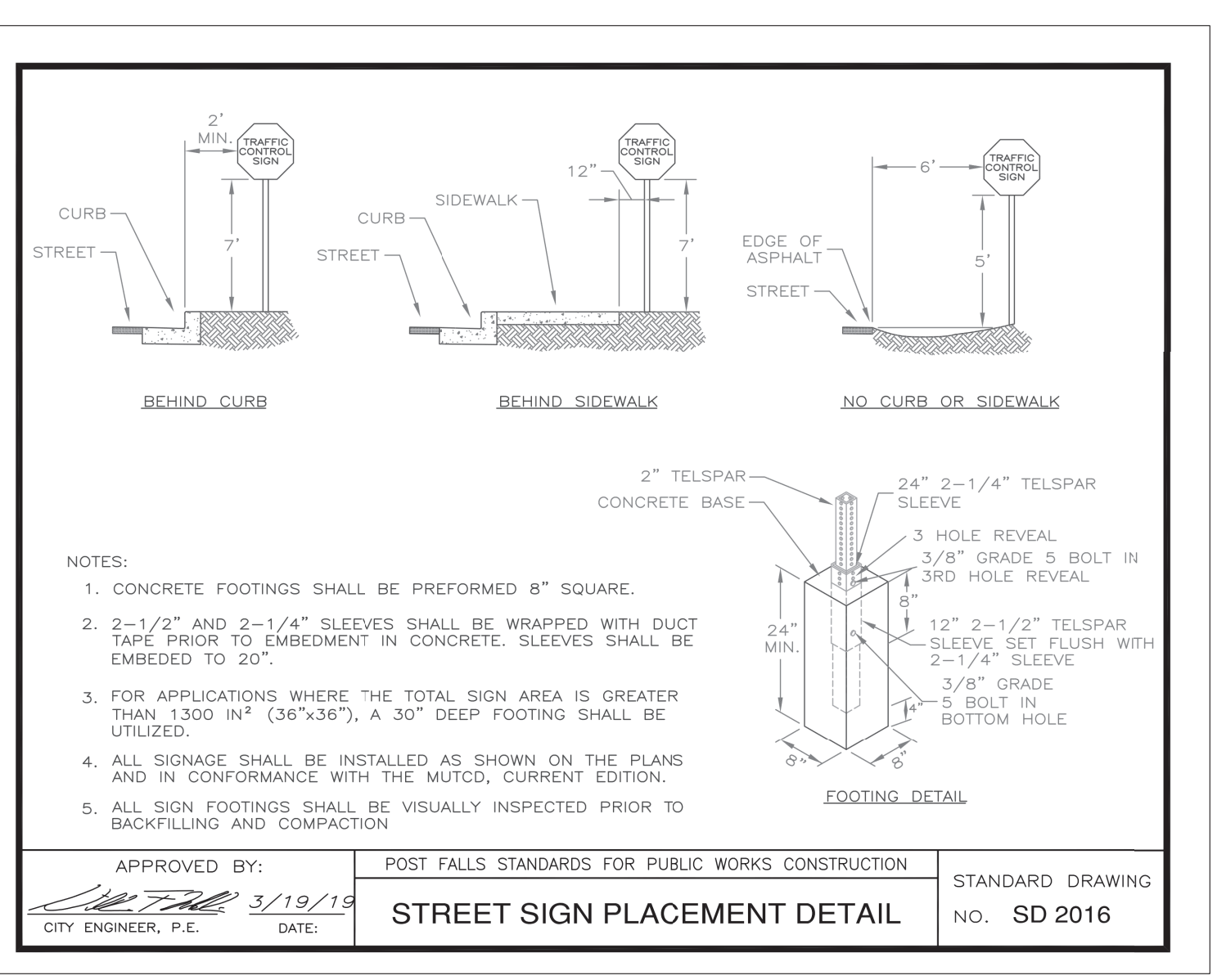
NOTIFICATION & INSPECTIONS
 THE CONTRACTOR SHALL NOTIFY THE ROSS POINT WATER DISTRICT AT LEAST 48 HOURS PRIOR TO CONNECTION TO EXISTING WATER MAINS. THE CONTRACTOR SHALL ALSO PROVIDE A CONSTRUCTION SCHEDULE AND PROVIDE AT LEAST 24 HOUR NOTICE BEFORE ANY BACKFILLING, DISINFECTION, OR HYDROSTATIC TESTING. THE CONTRACTOR SHALL NOTIFY THE KOOTENAI COUNTY FIRE DISTRICT AT LEAST 24 HOURS PRIOR TO THE INSTALLATION OR TESTING OF ANY FIRE HYDRANTS. FIRE DEPARTMENT APPROVAL SHALL BE REQUIRED PRIOR TO BACKFILLING. NO PIPING OR FITTINGS SHALL BE BACKFILLED PRIOR TO INSPECTION AND APPROVAL BY THE ENGINEER.



CROSSWALK DETAIL NTS 4 / C4.1

TYPICAL CLASS 2 BARRICADE NTS 5 / C4.1

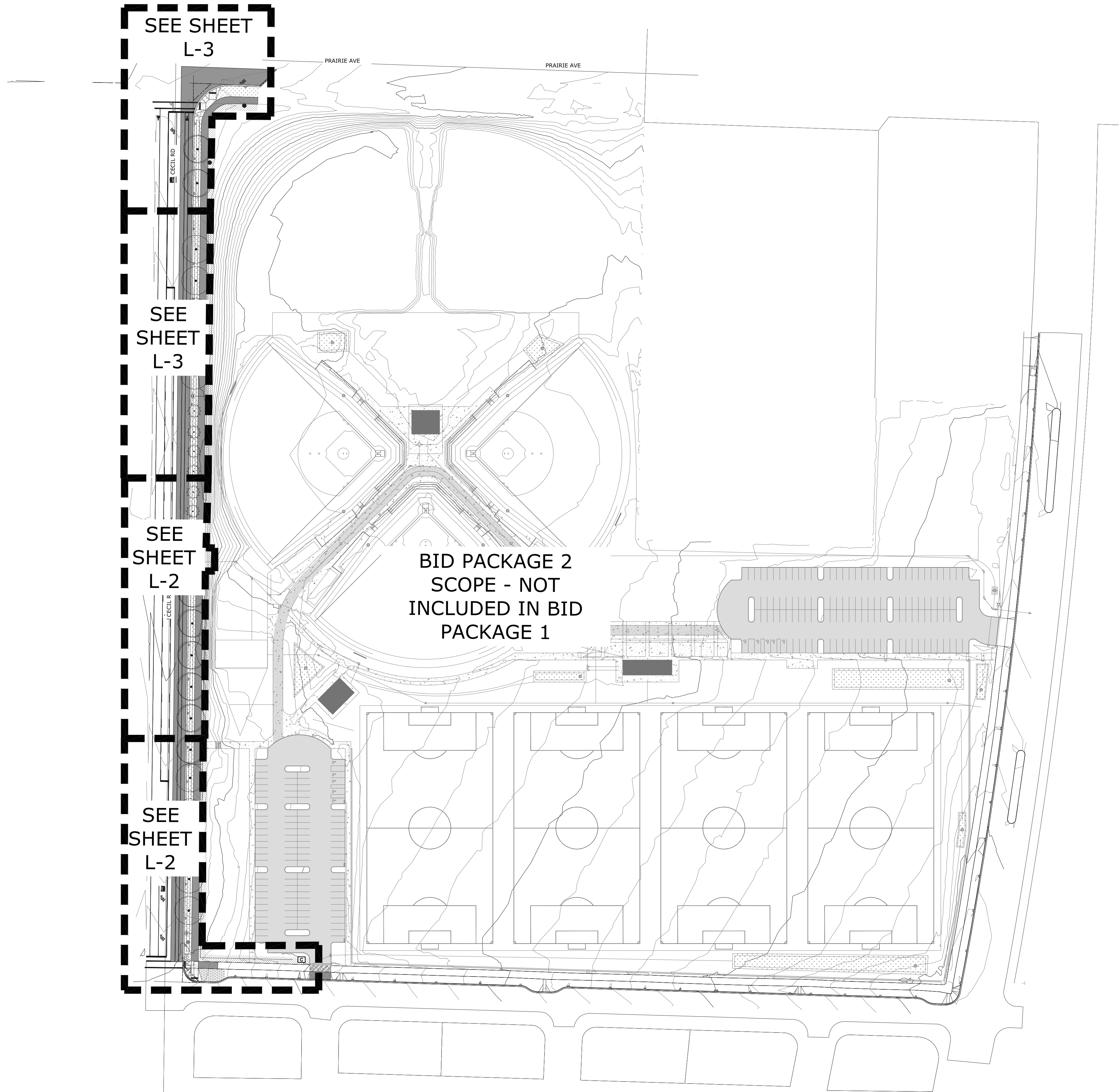
WATER METER TYPICAL DETAIL AND SPECIFICATIONS NTS 3 / C4.1



- CONSTRUCTION ENTRANCE NOTES:**
- STONE SHALL BE CLEANED 2 INCH STONE OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
 - LENGTH SHALL BE AS REQUIRED, BUT NOT LESS THAN 50 FEET.
 - WIDTH SHALL BE 15 FEET MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
 - FILTER CLOTH SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING STONE.
 - CONTRACTOR SHALL MAINTAIN THE ENTRANCE IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEAN-OUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY OR DESIGNATED WORK ZONE SHALL BE REMOVED IMMEDIATELY.
 - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
 - CONTRACTOR SHALL PERIODICALLY INSPECT AND PROVIDE REQUIRED MAINTENANCE AFTER EACH RAIN STORM.

STREET SIGN PLACEMENT DETAIL NTS 6 / C4.1

CONSTRUCTION ENTRANCE NTS 7 / C4.1



LEGEND

- ASPHALT. SEE CIVIL PLANS.
- TURF GRASS SEED WITH 4" TOPSOIL TYPE 'B' AND 2" OF COMPOST. BASE BID. ALTERNATE A: TURFGRASS SOD.
- HYDROSEEDED LOW MAINTENANCE GRASSES. RESEED ALL DISTURBED AREAS.
- EXISTING TURF GRASS AND IRRIGATION REPAIR, MATCH EXISTING. RESOD ALL DISTURBED AREAS.
- EXISTING IRRIGATION CONTROLLER ON PEDESTAL. BASELINE 3200, 2-WIRE CONTROLLER.
- CLEAR VISION TRIANGLE PER POST FALLS MUNICIPAL CODE SECTION 10.52.020.

CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE UTILITY WORK, SLEEVE AND IRRIGATION INSTALLATION TO AVOID CONFLICTS BETWEEN UTILITIES, IRRIGATION EQUIPMENT AND THE PLACEMENT OF TREES, SHRUBS AND LANDSCAPE EDGING/MOWCURBS.
4. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
6. CONTRACTOR TO COORDINATE THESE PLANS WITH CIVIL, ELECTRICAL AND ARCHITECTURAL PLANS. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE IF CONFLICTS BETWEEN PLANS ARE IDENTIFIED OR IF ADDITIONAL INFORMATION OR CLARIFICATION IS REQUIRED FOR COORDINATION.
7. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL CURBS AND WALKS DAMAGED DURING CONSTRUCTION.
8. LAYOUT AND EXTENT OF EXCAVATION TO BE STAKED AND REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNER.
9. LIABLE FOR ENCROACHMENT: THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING THE LIMITS OR WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION OF ENCROACHMENT ONTO ADJACENT PROPERTY, RIGHTS-OF-WAY, EASEMENTS, SET-BACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

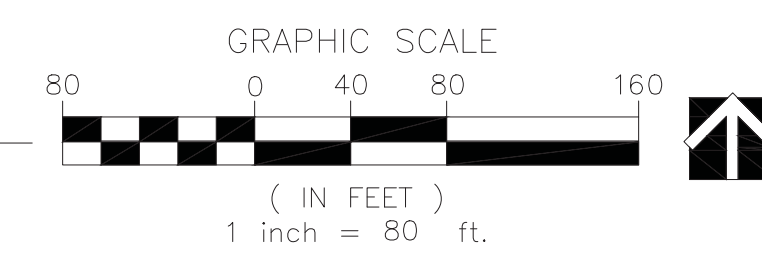
LAYOUT NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD A DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN, SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
4. ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
5. LAYOUT AND FINAL GRADES TO BE APPROVED BY OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS FOR FINISH GRADE REQUIREMENTS FOR FIELDS.

MATERIAL NOTES

1. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
2. CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
3. ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO DETAILS AND SPECIFICATIONS FOR PRECISE LOCATION AND GATE OPERATION.
4. ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.
5. DO NOT PLACE ANY ATHLETIC FIELD MATERIAL UNTIL SUBMITTALS ARE FULLY APPROVED. MATERIAL SUBMITTALS WILL BE COMPARED TO DELIVERED MATERIAL.

A OVERALL PLAN - PHASE 1 - BID PACKAGE 1
CECIL RD STREET FRONTAGE IMPROVEMENTS

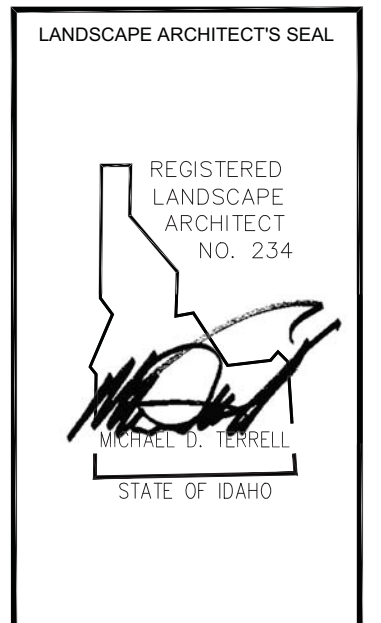


UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

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TULLAMORE SPORTS COMPLEX
 PHASE 1 - BID PACKAGE 1
 W. PRAIRIE AVE, POST FALLS, ID
OVERALL PLAN

REVISION	DATE

JOB NUMBER	21-065
DATE	6/15/2022
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #
L-1

CALLOUTS

- 1 LIGHT. SEE CIVIL PLANS.
- 2 DRYWELL. SEE CIVIL PLANS.

PLANT LEGEND

TREES	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH	QTY
LB	Liquidambar styraciflua / Burgundy / Burgundy Sweet Gum	2" Cal.	70'	40'	6
LG	Liriodendron tulipifera / Glen Gold / Glen Gold Tulip Poplar	2" Cal.	70'	40'	5
PD	Pseudotsuga menziesii / Douglas Fir	7-8' Tall	60'	20'	4

PLANT QUANTITY NOTE: CONTRACTOR SHALL VERIFY QUANTITIES IN PLANT LEGEND WITH PLANT SYMBOLS ON PLANS.

PLANT CALLOUTS

- XX → PLANT ABBREVIATION
- ## → NUMBER OF PLANTS
- EX → EXISTING

LEGEND

- ASPHALT. SEE CIVIL PLANS.
- EXISTING ASPHALT TRAIL. PRESERVE AND PROTECT.
- EXISTING LANDSCAPE AND IRRIGATION. REMOVE ROCK FROM CONSTRUCTION ACCESS, SCARIFY 12", RESOD AND REPLACE IRRIGATION, MATCH EXISTING.
- TURF GRASS SEED WITH 4" TOPSOIL TYPE 'B' AND 2" OF COMPOST, BASE BID. ALTERNATE A: TURFGRASS SOD.
- HYDROSEEDED LOW MAINTENANCE GRASSES. RESEED ALL DISTURBED AREAS.
- EXISTING TURF GRASS AND IRRIGATION REPAIR, MATCH EXISTING. RESOD ALL DISTURBED AREAS.
- CLEAR VISION TRIANGLE PER POST FALLS MUNICIPAL CODE SECTION 10.52.020.
- HUNTER MP1000 PROS-04 PRS30-CV, 4" POP-UP SPRINKLER BODY WITH CO-MOLDED WIPER SEAL, CHECK VALVE, AND PRESSURE REGULATING. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. 30 PSI, .34 GPM (HALF), .17 GPM (QUARTER), 12' RAD, DESIGN SPACING: 10'.
- HUNTER ICV, GLOBE SERIES VALVE. SEE PLANS FOR VALVE SIZE. SEE SHEET LD-1, DETAIL D.
- QUICK COUPLER - HUNTER 44RC (INSTALL IN VALVE BOX). SEE SHEET LD-1, DETAIL E.
- IRRIGATION POC. WATER SERVICE PIPE, WATER METER, AND DCVA. SEE CIVIL PLANS.
- EXISTING IRRIGATION CONTROLLER. BASELINE 3200, 2-WIRE CONTROLLER ON PEDESTAL.
- BACKFLOW PREVENTOR. 2" RP DEVICE WITH ENCLOSURE. SHEET LD-1, DETAIL G.
- END OF MAINLINE ASSEMBLY. SHEET LD-1, DETAIL C.
- WATER SERVICE. SEE CIVIL.
- IRRIGATION MAINLINE. SCHEDULE 40 PVC - 2" UNLESS OTHERWISE NOTED.
- LATERAL LINE - SCHEDULE 40 PVC - 1" UNLESS OTHERWISE NOTED.
- IRRIGATION SLEEVE, SCHEDULE 40 PVC. SEE SLEEVE SCHEDULE IN NOTES.
- IRRIGATION CONTROL WIRE IN 1" PVC CONDUIT TO MAINLINE.

- # VALVE NO.
- 1" VALVE SIZE
- GPM

SEE SHEET L-3, DETAIL A

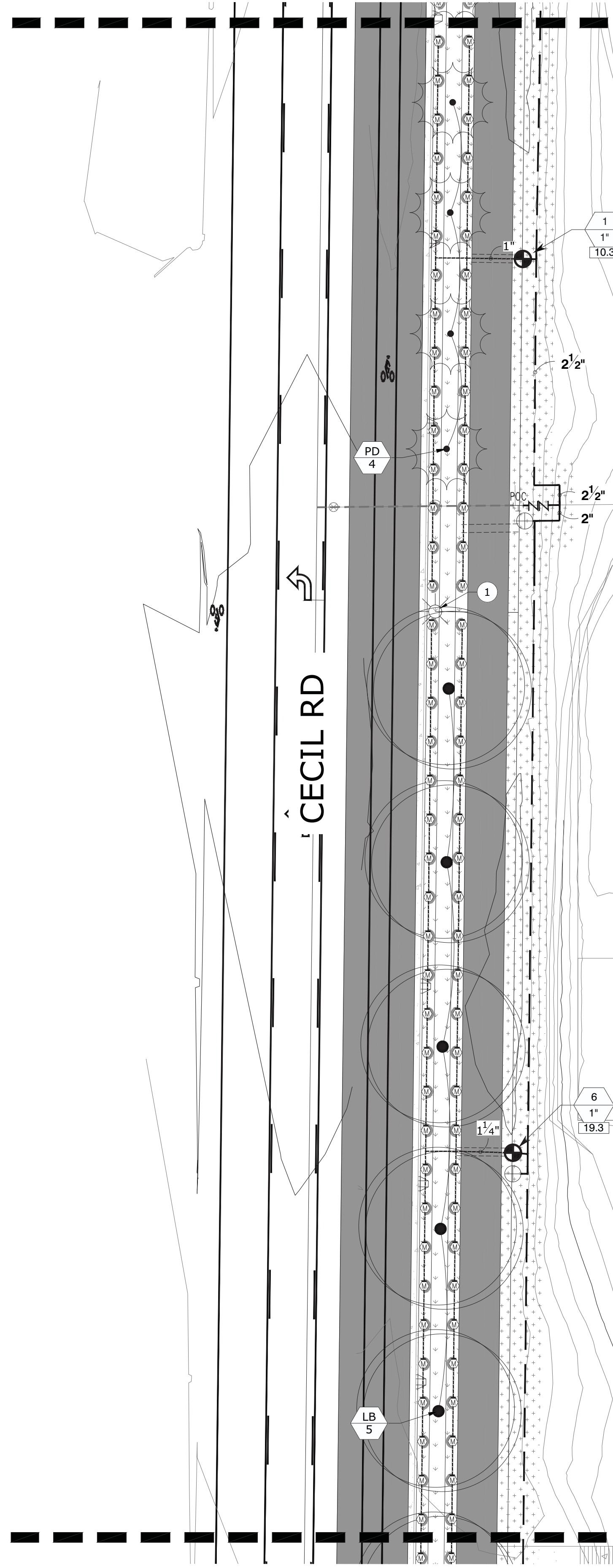
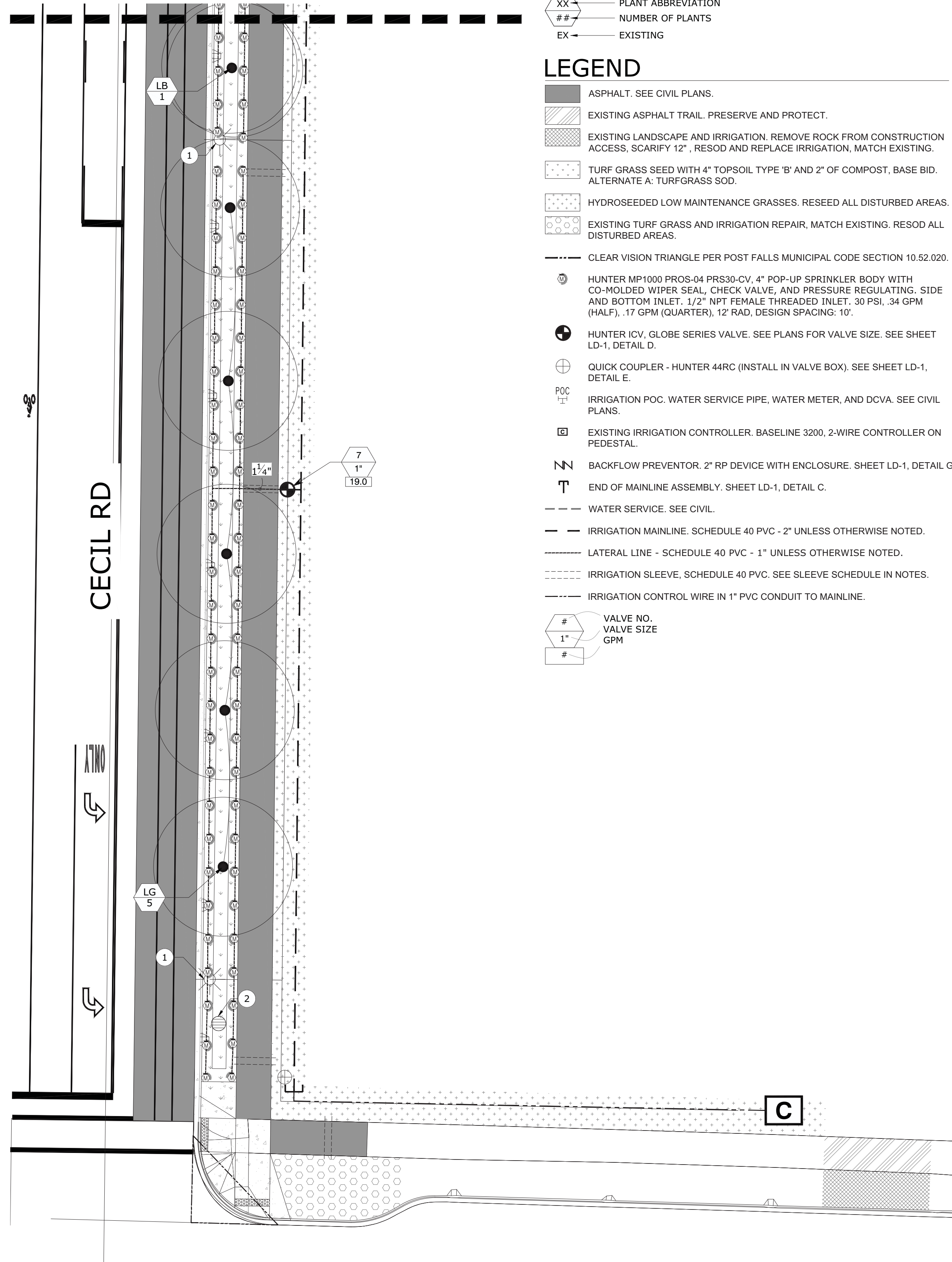
PLANTING NOTES

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- CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
- THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTION(S) AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.
- REMOVE ALL CONSTRUCTION DEBRIS, CONCRETE, MORTAR, ROCKS, ETC FROM LANDSCAPE AREAS PRIOR TO SUB GRADE PREPARATION AND INSTALLATION OF PLANTING SOIL.
- TREES AND SHRUBS TO MEET REQUIREMENTS OF AMERICAN STANDARD FOR NURSERY STOCK FOR SIZE AND MATERIAL CONDITION.
- PLANT COUNTS IN LEGEND ARE FOR REFERENCE ONLY. PLANT SYMBOLS DICTATE THE REQUIRED PLANTS.
- PLANTING SOIL SCHEDULE (SEE SPECIFICATIONS):
 - a. SEEDDED LAWN AREAS: 4" OF APPROVED PLANTING SOIL TYPE 'B'.
- ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM. SEE IRRIGATION PLANS AND SPECIFICATIONS.
- TREE LOCATIONS MAY VARY DEPENDING ON WALK, DRIVEWAY, AND UTILITY LOCATIONS. STAKE FOR APPROVAL PRIOR TO PLANTING.
- LAYOUT OF MOWCURBS AND EDGING TO BE MARKED FOR APPROVAL PRIOR TO INSTALLATION.
- DO NOT COMPACT BOTTOMS OF SWALES, PROTECT SWALES FROM CONSTRUCTION TRAFFIC AND DEBRIS. SEE CIVIL PLANS FOR SOILS IN SWALES.
- ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
- TREES OF THE SAME SPECIES SHALL BE MATCHED FROM SAME LOT AND GROWER.
- FINISH GRADE TO BE:
 - a. TURF AREAS, SEEDDED: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.

IRRIGATION NOTES

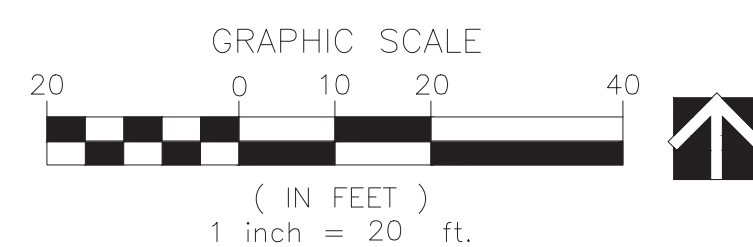
- CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
- THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTION(S) AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.
- IRRIGATION LAYOUT IS DIAGRAMMATIC. IRRIGATION EQUIPMENT IS OFTEN SHOWN OUTSIDE OF LANDSCAPE AREAS FOR CLARITY. IRRIGATION EQUIPMENT SHALL ALWAYS BE LOCATED WITHIN LANDSCAPE AREAS UNLESS SPECIFICALLY NOTED. LOCATE VALVE BOXES NEXT TO CURBS, PAVED SURFACES, OR IN PLANTING BEDS WHERE POSSIBLE. VALVES AND VALVE BOXES SHALL NOT BE LOCATED IN THE BOTTOMS OF SWALES OR AT SWALE INLETS.
- IRRIGATION CONTROLLER: SUPPLY CONTROLLER AS SPECIFIED AND LOCATE AS SHOWN ON PLANS AND DETAILS. COORDINATE LOCATION AND INSTALLATION OF CONTROLLER(S) WITH GENERAL CONTRACTOR FOR ELECTRICAL SERVICE AND SWEEPS THROUGH FOUNDATIONS AS NECESSARY. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL CODES AND ORDINANCES INCLUDING BUILDING/ELECTRICAL PERMIT REQUIREMENTS.
- IRRIGATION SYSTEM BASIS OF DESIGN:
 - a. STATIC PRESSURE: 60 PSI AT THE SOURCE.
 - b. SOURCE: ROSS POINT WATER DISTRICT
 - c. CONTRACTOR TO VERIFY WORKING PSI AT MINIMUM OPERATING FLOW PRIOR TO CONSTRUCTION. NOTIFY LANDSCAPE ARCHITECT OF ANY DEFICIENCIES PRIOR TO COMMENCEMENT OF WORK.
- BOOSTER PUMP: SEE SPECIFICATIONS AND DETAILS FOR BOOSTER PUMP. SEE ELECTRICAL PLANS FOR ELECTRICAL AND ETHERNET CONNECTIONS.
- SLEEVE SCHEDULE:
 - a. ALL MAIN LINE PIPING AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES UNDER HARD SURFACES.
 - b. PIPES SIZED TO 2.5": 4" SCHEDULE 40 PVC SLEEVE.
 - c. PIPES TO 3"-4": 6" SCHEDULE 40 PVC SLEEVE.
 - d. PIPES GREATER THAN 4": 8" SCHEDULE 40 PVC SLEEVE.
 - e. CONTROL WIRES: 2" MIN. SCHEDULE 40 PVC SLEEVE.
- CONTRACTOR TO INSTALL THRUST BLOCKING AT MAINLINE CHANGES OF DIRECTION FOR ALL MAINLINE PIPING 2" AND LARGER.
- PRESSURE TESTING: PRESSURE TESTING IS REQUIRED FOR ALL MAINLINE AND LATERAL LINES. SEE SPECIFICATIONS FOR REQUIREMENTS.
- INSTALL ALL VALVE BOXES PERPENDICULAR TO ADJACENT FENCES, WALKS, AND BUILDINGS. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
- THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM COVERAGE WITH MINIMAL OVER SPRAY ONTO WALKS, STREETS, WALLS, ETC. CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO HEAD LOCATIONS IN FIELD AS NECESSARY TO ENSURE HEAD TO HEAD COVERAGE WITH NO OVERSPRAY ON TO PAVED SURFACES. SOME ROTOR ZONES ARE DESIGNED WITH GREATER THAN HEAD TO HEAD COVERAGE TO COMPENSATE FOR WIND ADJUST AS NECESSARY FOR COVERAGE.
- ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS IN ADHERENCE TO LOCAL CODES.
- INSTALL ALL BACK-FLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACK-FLOW PREVENTION DEVICES AS REQUIRED BY LOCAL CODES. CONTRACTOR TO COMPLETE REQUIRED TESTING AND SUPPLY SATISFACTORY TEST RESULTS WITH OPERATIONS AND MAINTENANCE MANUALS.

SEE SHEET L-2, DETAIL B

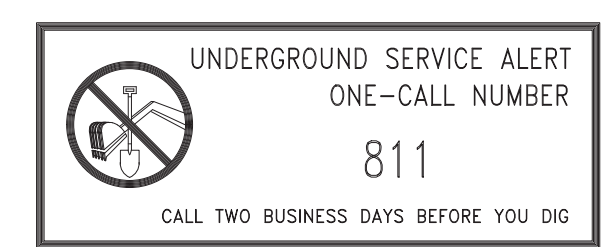
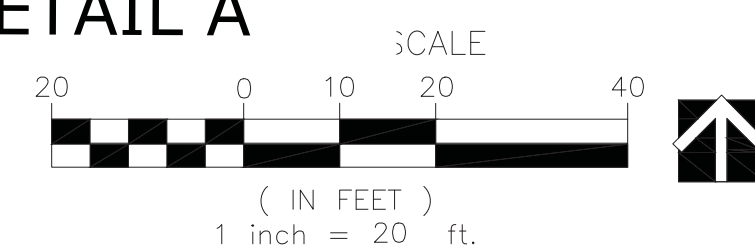


SEE SHEET L-2, DETAIL A

A LANDSCAPE PLAN

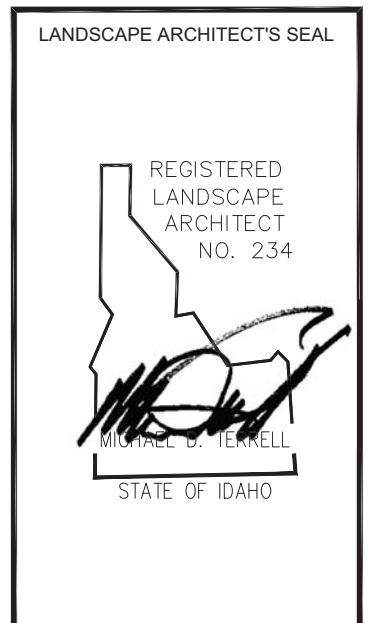


B LANDSCAPE PLAN



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

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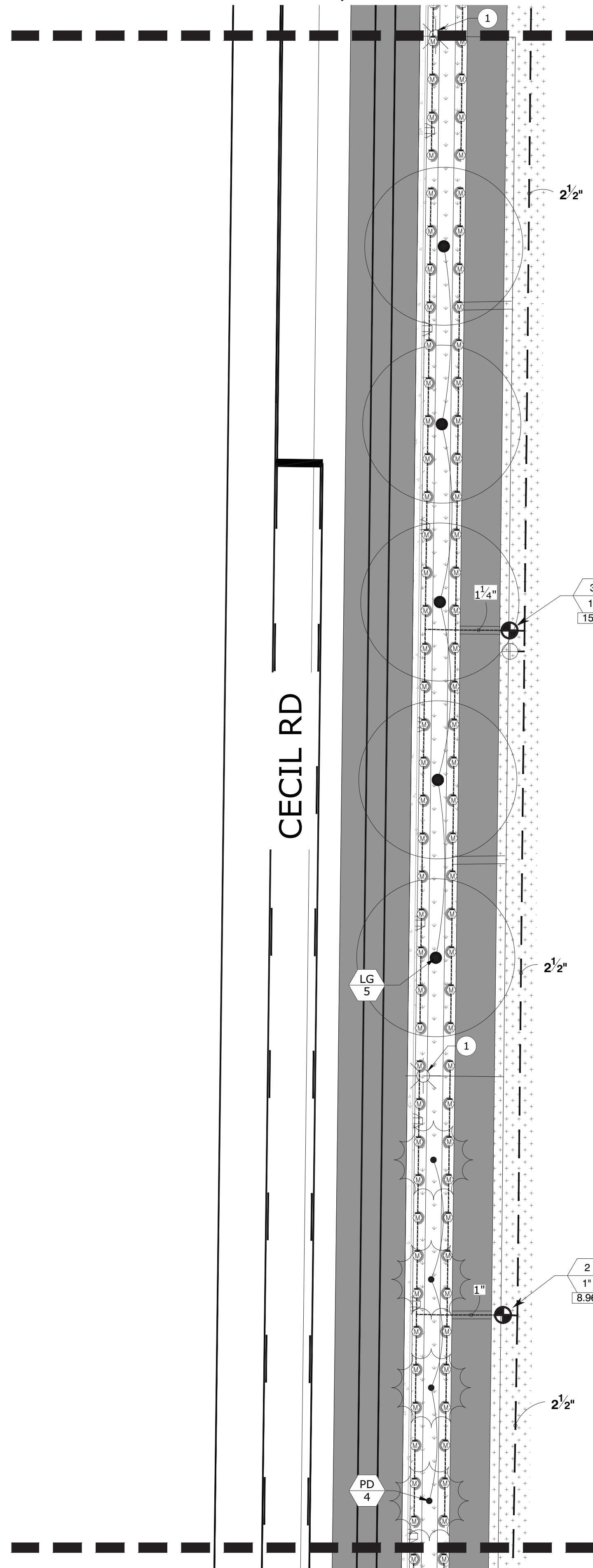
TULLAMORE SPORTS COMPLEX
PHASE 1 - BID PACKAGE 1
W. PRAIRIE AVE, POST FALLS, ID
LANDSCAPE PLAN

REVISION	DATE

PRO NUMBER: 21-065
DATE: 6/15/2022
DRAWN BY: JCS
CHECKED BY: MDT

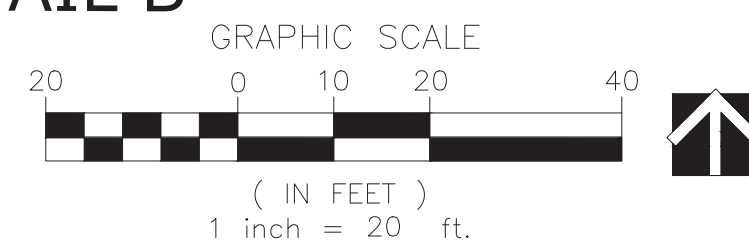
SHEET #
L-2

SEE SHEET L-3, DETAIL B



SEE SHEET L-2, DETAIL B

A LANDSCAPE PLAN



CALLOUTS

- 1 LIGHT. SEE CIVIL PLANS.
- 2 SIGN. SEE CIVIL PLANS.

PLANT LEGEND

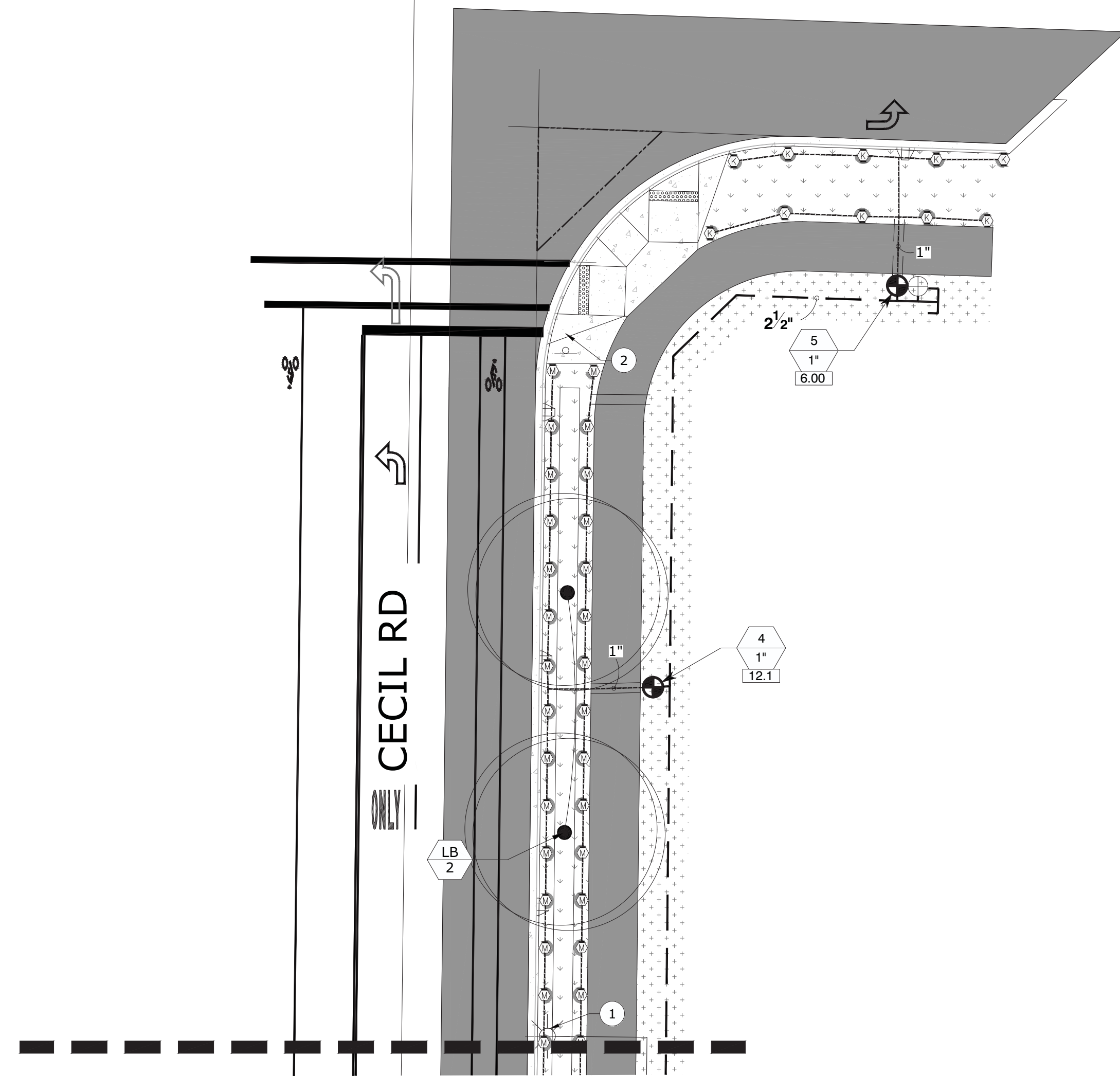
TREES	BOTANICAL / COMMON NAME	SIZE	HEIGHT	WIDTH	QTY
LB	Liquidambar styraciflua 'Burgundy' / Burgundy Sweet Gum	2" Cal.	70'	40'	2
LG	Liriodendron tulipifera 'Glen Gold' / Glen Gold Tulip Poplar	2" Cal.	70'	40'	5
PD	Pseudotsuga menziesii / Douglas Fir	7-8" Tall	60'	20'	4

PLANT QUANTITY NOTE: CONTRACTOR SHALL VERIFY QUANTITIES IN PLANT LEGEND WITH PLANT SYMBOLS ON PLANS.

PLANT CALLOUTS

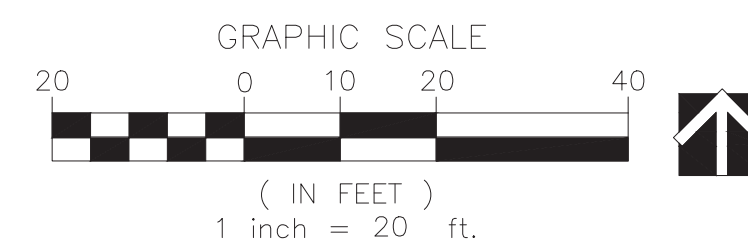
- XX PLANT ABBREVIATION
- ## NUMBER OF PLANTS
- EX EXISTING

PRAIRIE AVE



SEE SHEET L-3, DETAIL A

B LANDSCAPE PLAN



LEGEND

- ASPHALT. SEE CIVIL PLANS.
- TURF GRASS SEED WITH 4" TOPSOIL TYPE 'B' AND 2" OF COMPOST. BASE BID. ALTERNATE A: TURFGRASS SOD.
- HYDROSEEDED LOW MAINTENANCE GRASSES. RESEED ALL DISTURBED AREAS.
- CLEAR VISION TRIANGLE PER POST FALLS MUNICIPAL CODE SECTION 10.52.020.
- HUNTER MP1000 PROS-04 PRS30-CV, 4" POP-UP SPRINKLER BODY WITH CO-MOLDED WIPER SEAL, CHECK VALVE, AND PRESSURE REGULATING. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. 30 PSI, .34 GPM (HALF), .17 GPM (QUARTER), 12" RAD, DESIGN SPACING: 10'.
- HUNTER MP2000 PROS-04 PRS30-CV, 4" POP-UP SPRINKLER BODY WITH CO-MOLDED WIPER SEAL, CHECK VALVE, AND PRESSURE REGULATING. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. 30 PSI, .64 GPM (HALF), .34 GPM (QUARTER), 17" RAD, DESIGN SPACING: 15'.
- HUNTER ICV, GLOBE SERIES VALVE. SEE PLANS FOR VALVE SIZE. SEE SHEET LD-1, DETAIL D.
- QUICK COUPLER - HUNTER 44RC (INSTALL IN VALVE BOX). SEE SHEET LD-1, DETAIL E.
- END OF MAINLINE ASSEMBLY. SHEET LD-1, DETAIL C.
- IRRIGATION MAINLINE. SCHEDULE 40 PVC - 2" UNLESS OTHERWISE NOTED.
- LATERAL LINE - SCHEDULE 40 PVC - 1" UNLESS OTHERWISE NOTED.
- IRRIGATION SLEEVE, SCHEDULE 40 PVC. SEE SLEEVE SCHEDULE IN NOTES.
- VALVE NO. VALVE SIZE GPM

PLANTING NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTION(S) AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.
5. REMOVE ALL CONSTRUCTION DEBRIS, CONCRETE, MORTAR, ROCKS, ETC FROM LANDSCAPE AREAS PRIOR TO SUB GRADE PREPARATION AND INSTALLATION OF PLANTING SOIL.
6. TREES AND SHRUBS TO MEET REQUIREMENTS OF AMERICAN STANDARD FOR NURSERY STOCK FOR SIZE AND MATERIAL CONDITION.
7. PLANT COUNTS IN LEGEND ARE FOR REFERENCE ONLY. PLANT SYMBOLS DICTATE THE REQUIRED PLANTS.
8. PLANTING SOIL SCHEDULE (SEE SPECIFICATIONS):
 - a. SEEDED LAWN AREAS: 4" OF APPROVED PLANTING SOIL TYPE 'B'.
9. ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM. SEE IRRIGATION PLANS AND SPECIFICATIONS.
10. TREE LOCATIONS MAY VARY DEPENDING ON WALK, DRIVEWAY, AND UTILITY LOCATIONS. STAKE FOR APPROVAL PRIOR TO PLANTING.
11. LAYOUT OF MOWCURBS AND EDGING TO BE MARKED FOR APPROVAL PRIOR TO INSTALLATION.
12. DO NOT COMPACT BOTTOMS OF SWALES, PROTECT SWALES FROM CONSTRUCTION TRAFFIC AND DEBRIS. SEE CIVIL PLANS FOR SOILS IN SWALES.
13. ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
14. TREES OF THE SAME SPECIES SHALL BE MATCHED FROM SAME LOT AND GROWER.
15. FINISH GRADE TO BE:
 - a. TURF AREAS, SEEDED: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.

IRRIGATION NOTES

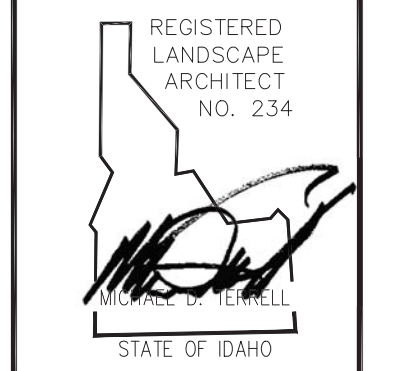
1. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
2. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTION(S) AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.
4. IRRIGATION LAYOUT IS DIAGRAMMATIC. IRRIGATION EQUIPMENT IS OFTEN SHOWN OUTSIDE OF LANDSCAPE AREAS FOR CLARITY. IRRIGATION EQUIPMENT SHALL ALWAYS BE LOCATED WITHIN LANDSCAPE AREAS UNLESS SPECIFICALLY NOTED. LOCATE VALVE BOXES NEXT TO CURBS, PAVED SURFACES, OR IN PLANTING BEDS WHERE POSSIBLE. VALVES AND VALVE BOXES SHALL NOT BE LOCATED IN THE BOTTOMS OF SWALES OR AT SWALE INLETS.
5. IRRIGATION CONTROLLER: SUPPLY CONTROLLER AS SPECIFIED AND LOCATE AS SHOWN ON PLANS AND DETAILS. COORDINATE LOCATION AND INSTALLATION OF CONTROLLER(S) WITH GENERAL CONTRACTOR FOR ELECTRICAL SERVICE AND SWEEPS THROUGH FOUNDATIONS AS NECESSARY. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL CODES AND ORDINANCES INCLUDING BUILDING/ELECTRICAL PERMIT REQUIREMENTS.
6. IRRIGATION SYSTEM BASIS OF DESIGN:
 - a. STATIC PRESSURE: 55 PSI AT THE SOURCE.
 - b. SOURCE: ROSS POINT WATER DISTRICT
 - c. CONTRACTOR TO VERIFY WORKING PSI AT MINIMUM OPERATING FLOW PRIOR TO CONSTRUCTION. NOTIFY LANDSCAPE ARCHITECT OF ANY DEFICIENCIES PRIOR TO COMMENCEMENT OF WORK.
7. BOOSTER PUMP: SEE SPECIFICATIONS AND DETAILS FOR BOOSTER PUMP. SEE ELECTRICAL PLANS FOR ELECTRICAL AND ETHERNET CONNECTIONS.
8. SLEEVE SCHEDULE:
 - a. ALL MAIN LINE PIPING AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES UNDER HARD SURFACES.
 - b. PIPES SIZED TO 2.5": 4" SCHEDULE 40 PVC SLEEVE.
 - c. PIPES TO 3"-4": 6" SCHEDULE 40 PVC SLEEVE.
 - d. PIPES GREATER THAN 4": 8" SCHEDULE 40 PVC SLEEVE.
 - e. CONTROL WIRES: 2" MIN. SCHEDULE 40 PVC SLEEVE.
9. CONTRACTOR TO INSTALL THRUST BLOCKING AT MAINLINE CHANGES OF DIRECTION FOR ALL MAINLINE PIPING 2" AND LARGER.
10. PRESSURE TESTING: PRESSURE TESTING IS REQUIRED FOR ALL MAINLINE AND LATERAL LINES. SEE SPECIFICATIONS FOR REQUIREMENTS.
11. INSTALL ALL VALVE BOXES PERPENDICULAR TO ADJACENT FENCES, WALKS, AND BUILDINGS. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
12. THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM COVERAGE WITH MINIMAL OVER SPRAY ONTO WALKS, STREETS, WALLS, ETC. CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO HEAD LOCATIONS IN FIELD AS NECESSARY TO ENSURE HEAD TO HEAD COVERAGE WITH NO OVERSPRAY ON TO PAVED SURFACES. SOME ROTOR ZONES ARE DESIGNED WITH GREATER THAN HEAD TO HEAD COVERAGE TO COMPENSATE FOR WIND ADJUST AS NECESSARY FOR COVERAGE.
13. ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS IN ADHERENCE TO LOCAL CODES.
14. INSTALL ALL BACK-FLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACK-FLOW PREVENTION DEVICES AS REQUIRED BY LOCAL CODES. CONTRACTOR TO COMPLETE REQUIRED TESTING AND SUPPLY SATISFACTORY TEST RESULTS WITH OPERATIONS AND MAINTENANCE MANUALS.



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

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Michael Terrell - Landscape
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LANDSCAPE ARCHITECT'S SEAL

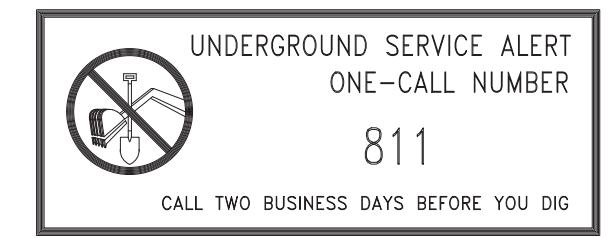


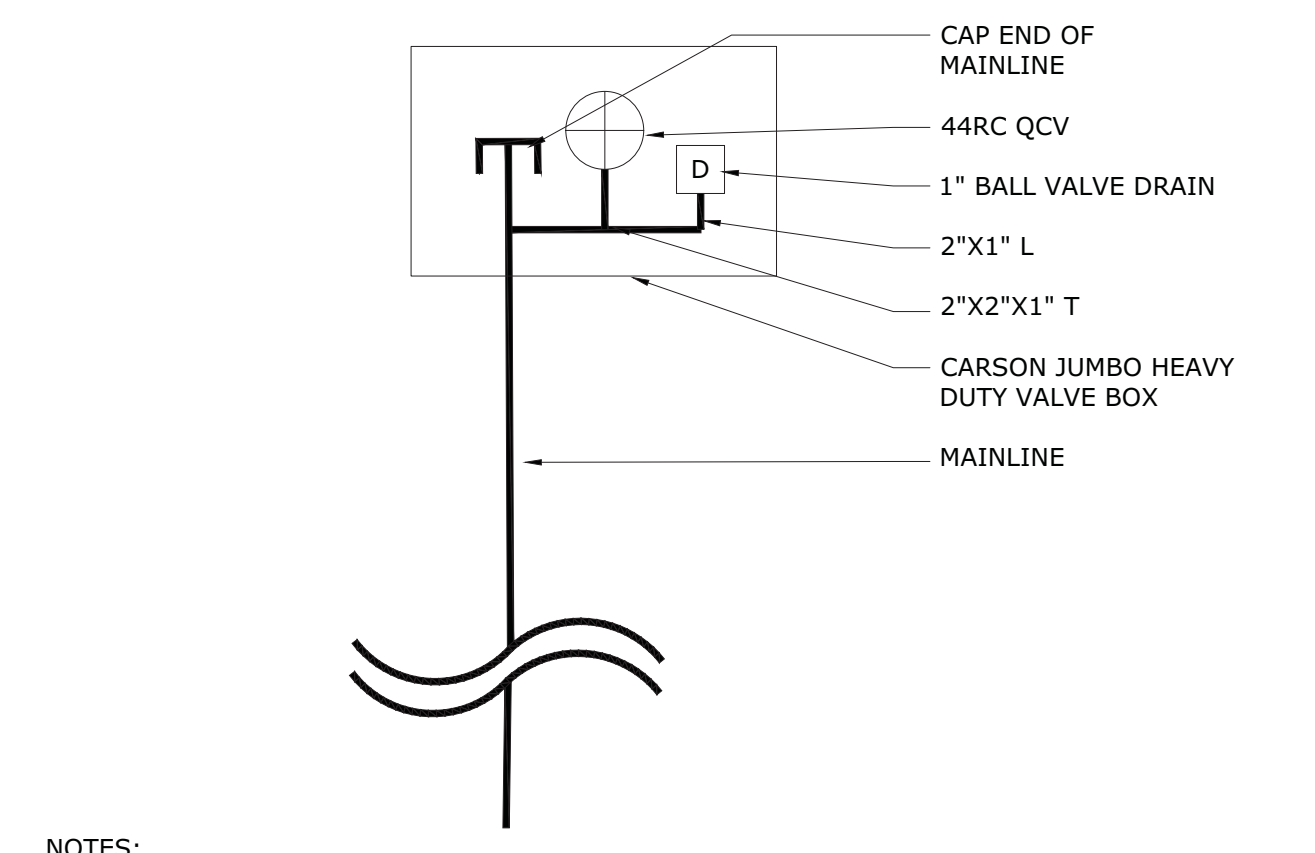
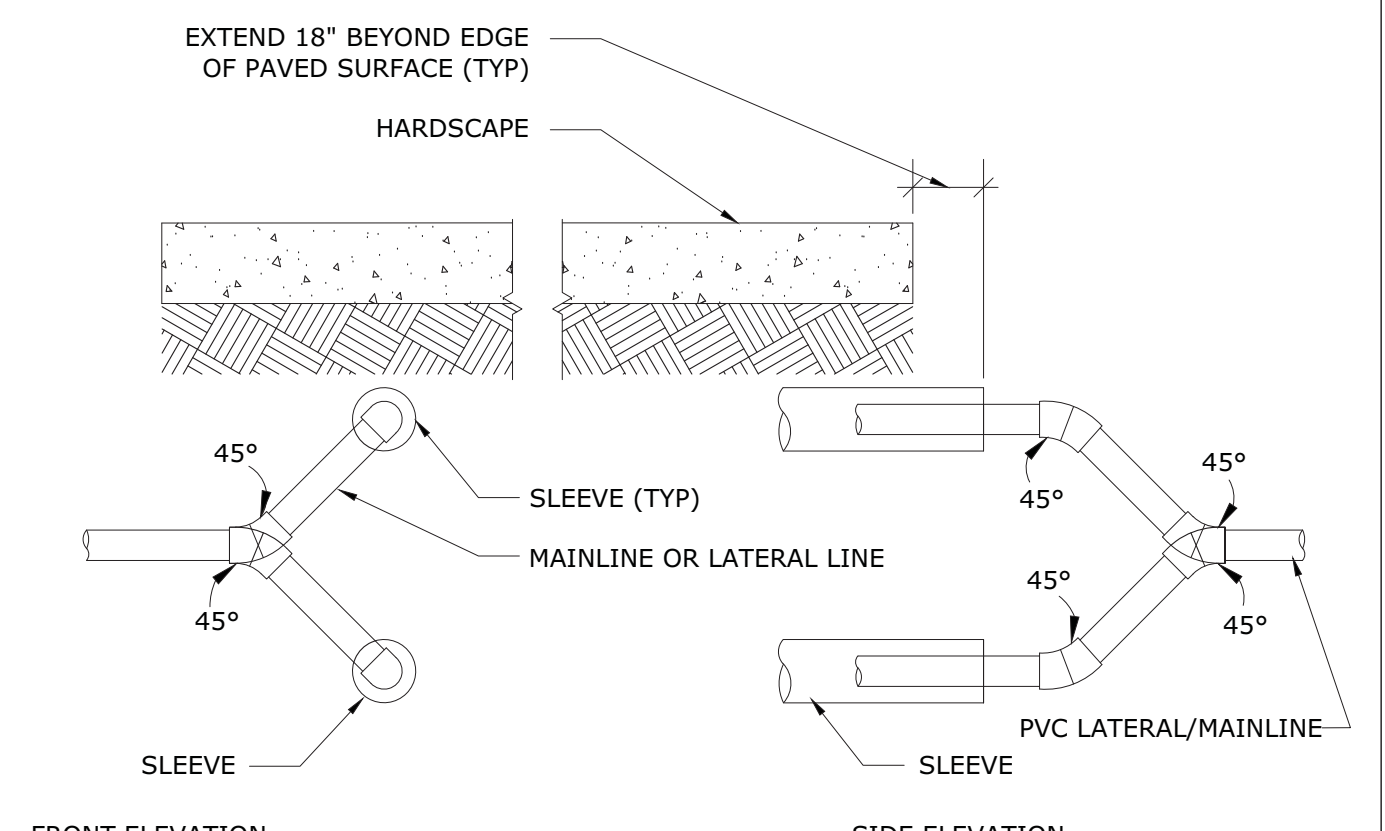
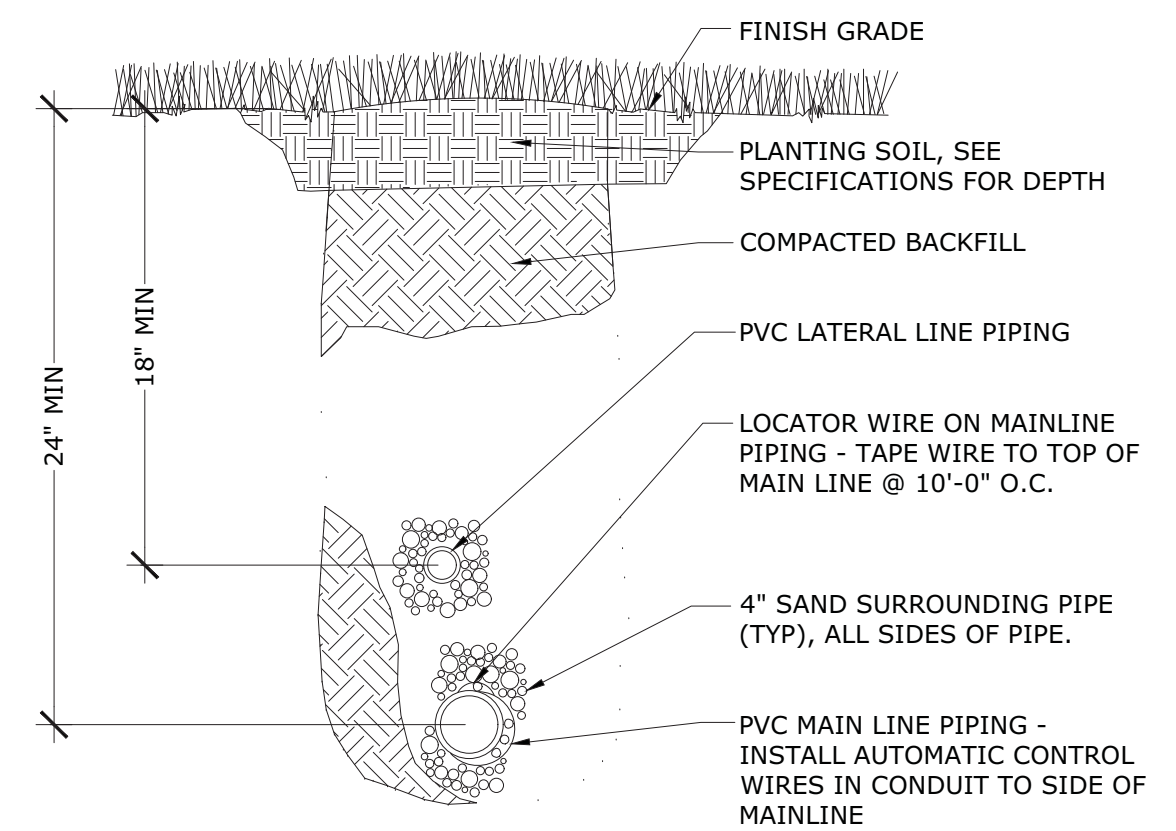
TULLAMORE SPORTS COMPLEX
PHASE 1 - BID PACKAGE 1
W. PRAIRIE AVE, POST FALLS, ID
LANDSCAPE PLAN

REVISION	DATE

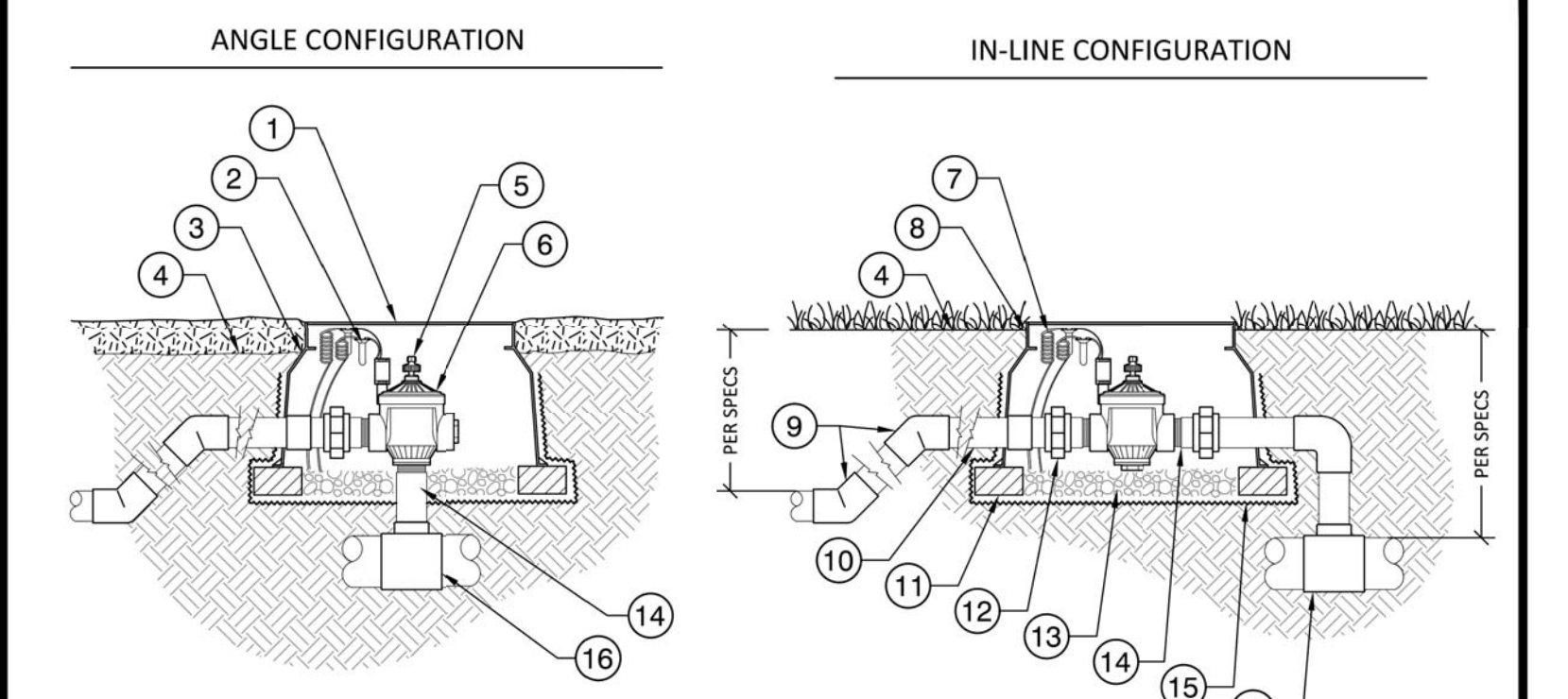
FOR NUMBER: 21-065
DATE: 6/15/2022
DRAWN BY: JCS
CHECKED BY: MDT

SHEET #
L-3





NOTES:
 1. INSTALL AT END OF EACH MAINLINE TERMINATION.
 2. INSTALL QCV ON 24# REBAR SUPPORT STAKE IN VALVE BOX.
 3. INSTALL 1\"/>



- 1 STANDARD VALVE BOX
- 2 WATERPROOF CONNECTORS (2) - SEE DETAIL SD 3714
- 3 SET BOX 2\"/>
- 4 FINISH GRADE
- 5 TOP OF VALVE 2\"/>
- 6 IRRIGATION VALVE ASSEMBLY
- 7 24\"/>
- 8 SET BOX 3/4\"/>
- 9 45 DOWN, AS NEEDED, TO OBTAIN LATERAL DEPTH PER SPECS
- 10 OUTLET PIPE SAME SIZE AS VALVE, 24\"/>
- 11 BRICK SUPPORTS (4)
- 12 PVC SLIP UNION
- 13 3/4\"/>
- 14 SCH 80 NIPPLE
- 15 FILTER FABRIC - WRAP BOX AND TAPE TO SECURE
- 16 MAIN LINE PIPE & FITTINGS, DEPTH PER SPECS

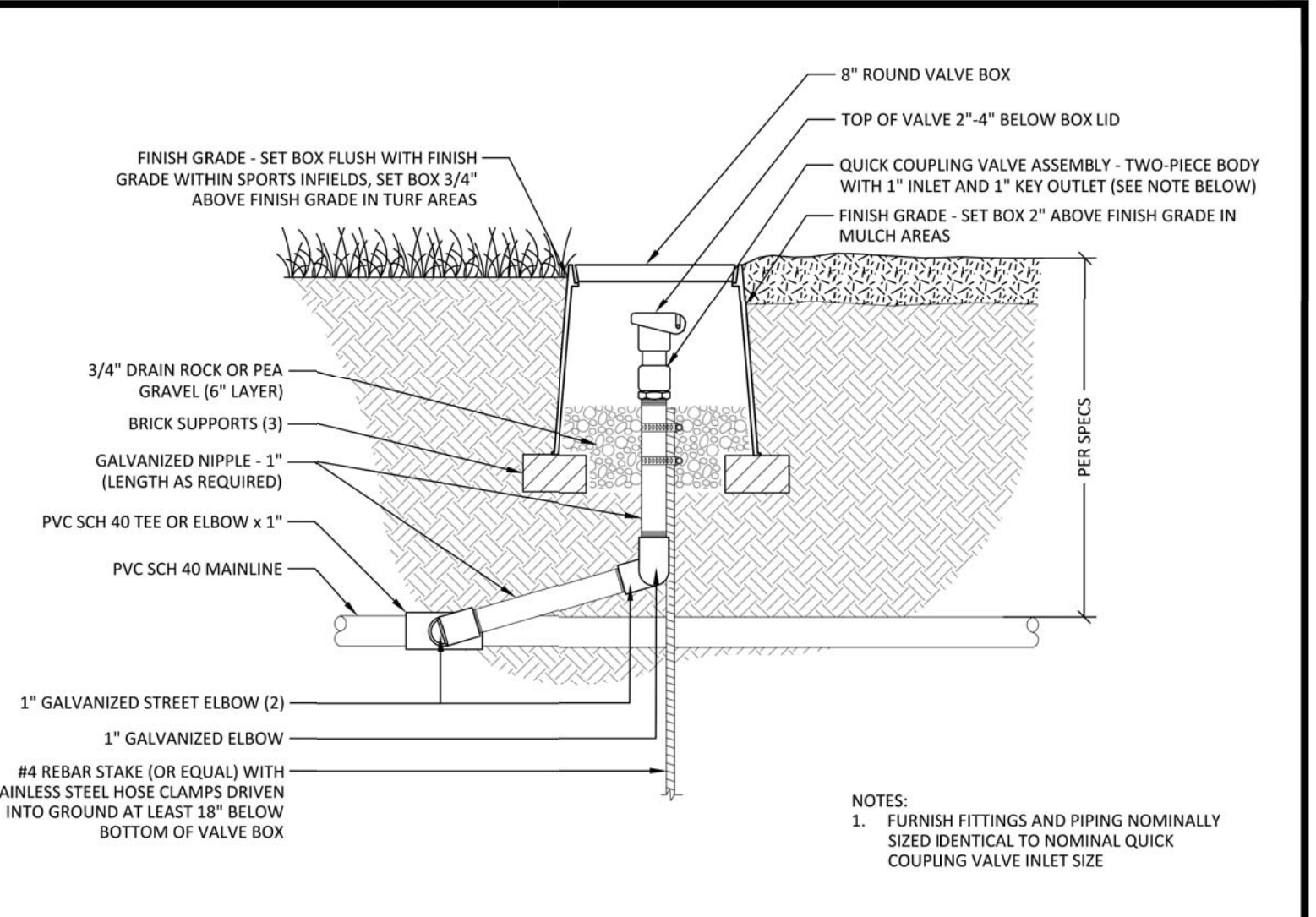
APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE:
 POST FALLS STANDARDS FOR PARKS CONSTRUCTION
STANDARD IRRIGATION VALVE INSTALLATION
 STANDARD DRAWING NO. SD 3708

A IRRIGATION TRENCHING SCALE = NTS

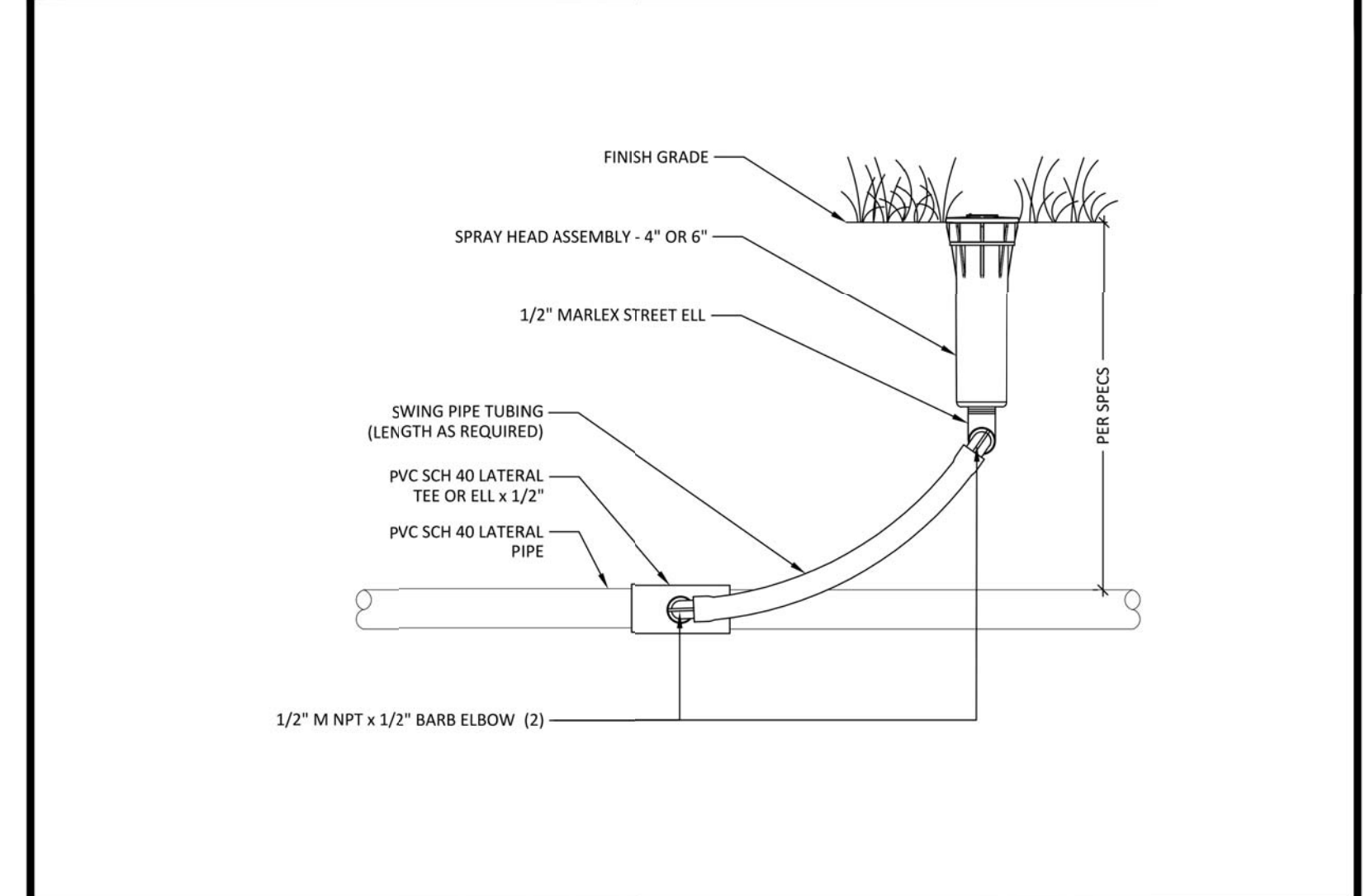
B SLEEVING UNDER HARDSCAPE SCALE = NTS

C END OF MAINLINE ASSEMBLY SCALE = NTS

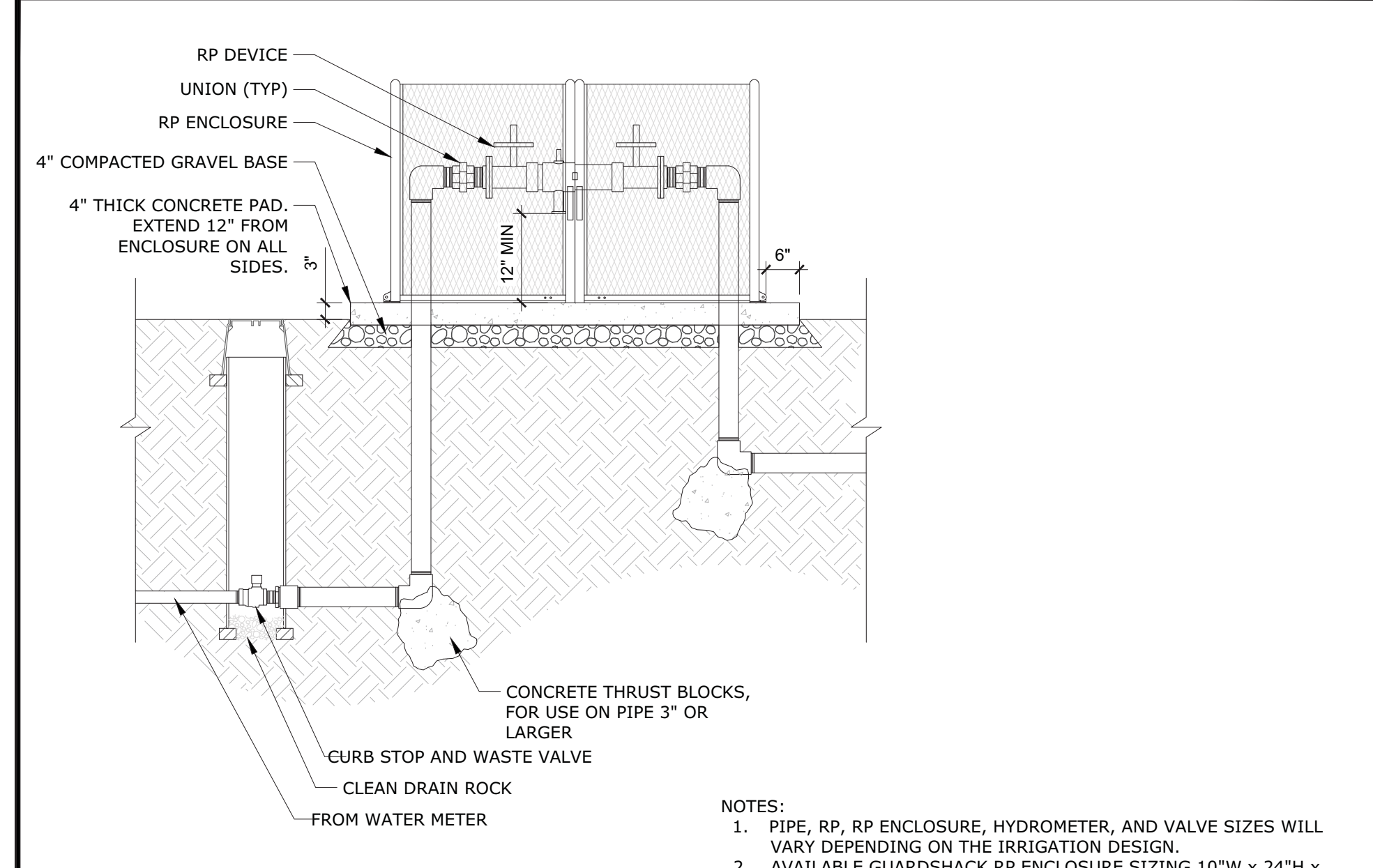
D IRRIGATION CONTROL VALVE SCALE = NTS



APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE:
 POST FALLS STANDARDS FOR PARKS CONSTRUCTION
IRRIGATION QUICK COUPLING VALVE INSTALLATION
 STANDARD DRAWING NO. SD 3711



APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE:
 POST FALLS STANDARDS FOR PARKS CONSTRUCTION
IRRIGATION SPRAY HEAD INSTALLATION
 STANDARD DRAWING NO. SD 3709

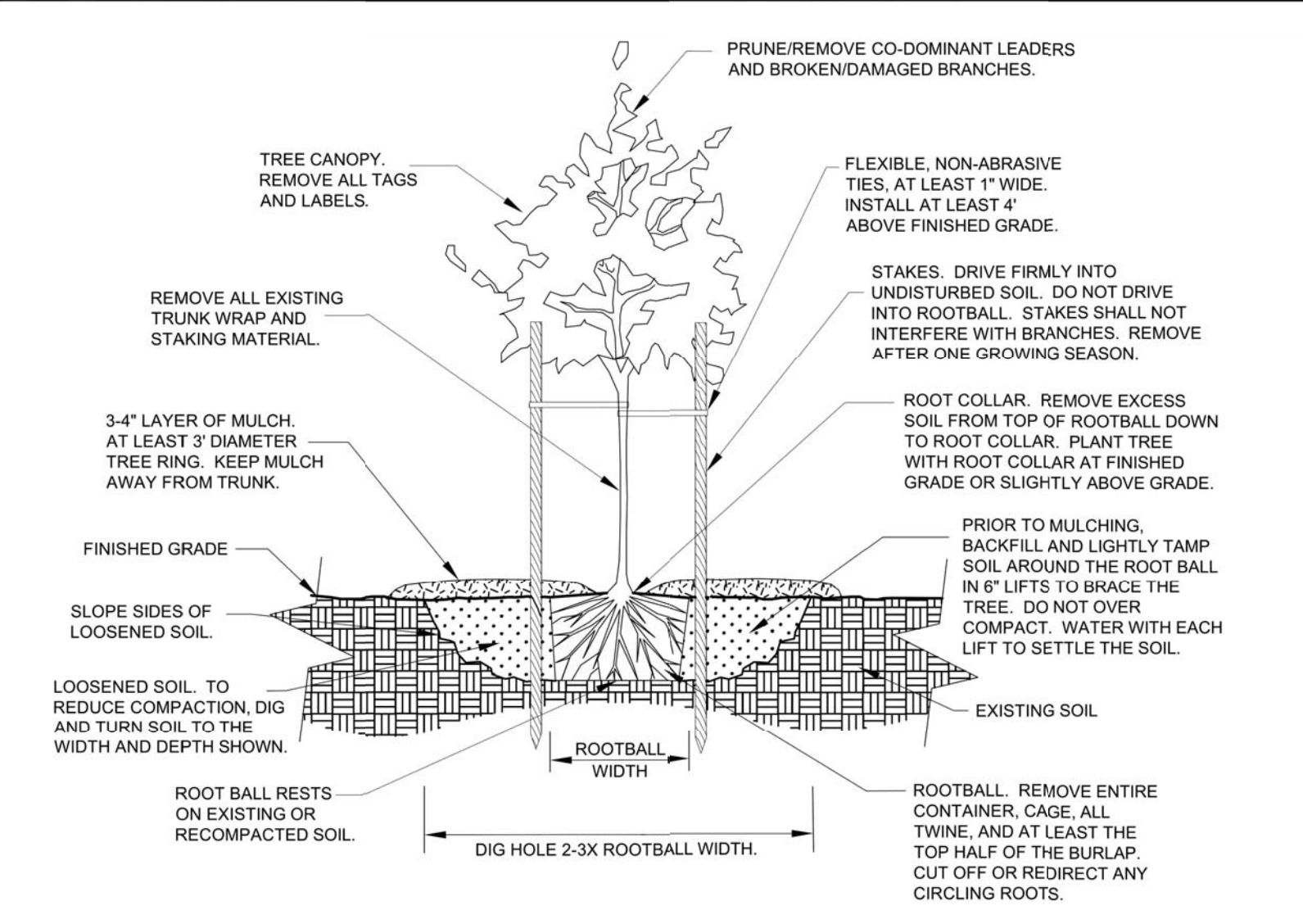


APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE:
 POST FALLS STANDARDS FOR PARKS CONSTRUCTION
POINT OF CONNECTION - RP
 STANDARD DRAWING NO. SD 3714
 SCALE: 3/4\"/>

E IRRIGATION QUICK COUPLING VALVE INSTALLATION SCALE = NTS

F IRRIGATION SPRAY HEAD SCALE = NTS

G RP DEVICE SCALE: 3/4\"/>



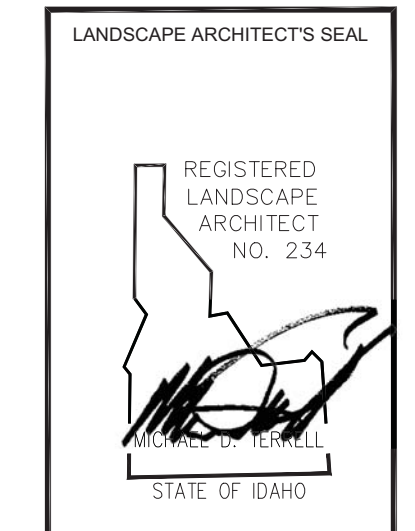
APPROVED BY: *[Signature]* 2/7/17
 PARKS DIRECTOR DATE:
 POST FALLS STANDARDS FOR PARKS & R-O-W CONSTRUCTION
TREE PLANTING DETAIL
 STANDARD DRAWING NO. SD 3501

H TREE PLANTING DETAIL SCALE = NTS



Michael Terrell
 Landscape Architecture, PLLC
 1421 N. Meadowood Lane
 Suite 150
 Liberty Lake, WA
 (509) 922-7449

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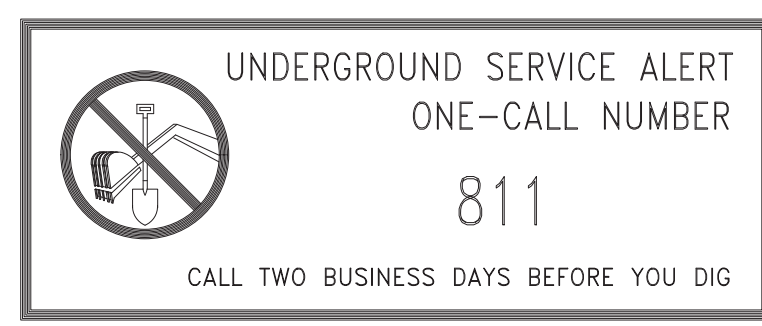


TULLAMORE SPORTS COMPLEX
 PHASE I - BID PACKAGE 1
 W. PRAIRIE AVE, POST FALLS, ID
DETAILS

REVISION	DATE

FOR NUMBER: 21-065
 DATE: 6/15/2022
 DRAWN BY: JCS
 CHECKED BY: MDT

SHEET #
LD-1



CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:16 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin, Public Works Maintenance Manager
SUBJECT: Approval to Hire Pavement Condition Assessment Consultant

ITEM AND RECOMMENDED ACTION:

The Public Works Maintenance Manager requests from City Council approval to enter into an agreement with Transmap Corporation to conduct an Automated Pavement Condition Assessment of our City streets. In February the City advertised for RFPs for this work and on March 10, 2022 the City received and opened (4) proposals. Of the four proposals, Transmap Corp. received the highest ranking from the panel composed of city staff.

DISCUSSION:

Throughout this process, Public Works staff has worked closely with our GIS department. The data that will be provided by the consultant will be imported into the City GIS. This data will be valuable across multiple departments.

The Transmap proposal price is \$93,634.20. The FY22 budget included an approved request specifically for this assessment (\$100,000).

The project is expected to begin and be completed during the summer of 2022. The data gathered from this assessment will greatly help staff understand, assess, and make decisions as they pertain to our street network.

Staff recommends adding a contingency of \$6,365.80

Total requested amount = \$100,000.00

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$100,000

BUDGET CODE:

001-431.0000.62040

CITY OF POST FALLS:

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

City Contract Administrator:
Ross Junkin, Public Works Maintenance Manager
Phone: (208) 457-3384
Email: rjunkin@postfallsidaho.org

CONSULTANT:

Transmap Corporation
5030 Transamerica Drive Columbus, OH
Firm Project Manager: Craig Schorling, Vice President
Phone: 614-537-6297
Email: cschorling@transmap.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 Transmap Corporation having offices for the transaction of business at 5030 Transamerica Drive Columbus, OH hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "**Parties**."

WITNESSETH:

WHEREAS, the city desires to obtain a Pavement Condition Assessment, within the City; and

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

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

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit "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 a lump sum price based on the rates listed in the Budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed **\$93,634.20** without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. REIMBURSABLE EXPENSES: Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses, 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 Street 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 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. Change Orders; and
2. This Agreement; and
3. Exhibit "A" Scope of Work; and
4. Exhibit "B" Nondiscrimination Requirements; and
5. Consultant response to the Request for Qualifications.

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: June ____, 2022

CONSULTANT

Howard Luxhoj, PE, Vice President
Transmap Corporation

Date: June ____, 2022

State of Idaho)
 : ss
County of _____)

On this _____ day of June, 2022 before me, a notary for the State of Idaho, personally appeared Howard Luxhoj, PE who, being by me first duly sworn, declared that they are a Vice President of Transmap Corporation 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 A: Scope of Work/Pricing

Task	Description	Comments	Units	Price	Total
1.0	Field Data Collection (units = centerline Miles)	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution - Ground-based LiDAR	200	\$97.99	\$19,598.00
1.1	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap will process all the data collected in the field. Delivery of Crack Map Orthophotography (MrSID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis), Image delivery, Ride Quality failed locations, Utility Adjustments Needed	1	\$4,990.00	\$4,990.00
1.2	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields, ID's and formatting to produce a pavement centerline	8	\$109.00	\$872.00
1.3	ASTM D6433 Network Level Formatting - (units = sections)	ASTM D6433 distress standards - Pavement width included	2,443	\$6.40	\$15,635.20
1.4	PCI Load (units = lump sum)	Formatting distress data and centerline file for mass load to produce official PCI results - Shapefile and spreadsheet delivered	1	\$2,475.00	\$2,475.00
1.5	GIS Integration - (units = hours)	Transmap will link all PCI data to the Agency's centerline file	8	\$109.00	\$872.00
1.6	Pavement Management Practice Definition "Boot Camp" (price is lump sum)	Transmap will meet with the agency to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) This process will setup the reporting task	1	\$3,850.00	\$3,850.00
1.7	Reporting (units = hours)	Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity - 5-year work plan in maps and spreadsheets	44	\$137.00	\$6,028.00
1.8	System Training (units = hours)	Transmap will train the Agency on the use of all the data collected - Training will be on the use of our web viewer and GIS data	4	\$137.00	\$548.00
1.9	True Area Calculation (units = hours)	Transmap will update PMS and the Agency's GIS file to represent the True Area of pavement - True area will be an accurate width of pavement not just an average with from samples - This will assist the Paving Manager with actual widths to establish cost to replace pavement	96	\$109.00	\$10,464.00
2.0	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking, phone calls, overall project coordination and updates	43	\$109.00	\$4,687.00

Subtotal

\$70,019.20

Requested Optional Assets

Task	Description	Comments	Units	Price	Total
2.0	Sidewalks/Curbs/ADA Ramps (units = centerline miles)	Attributes include; street name, unique ID, unique ID (street centerline), type, average width, (concrete, paver, etc) - Curb Type - ADA (truncated dome, color)	200	\$99.00	\$19,800.00
2.1	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	12	\$109.00	\$1,308.00
2.2	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	23	\$109.00	\$2,507.00

Subtotal

\$23,615.00

Project Total

\$93,634.20

REFERENCES

The following are Transmap's three (3) client references for completed projects with similar size and

CITY OF SPOKANE, WA

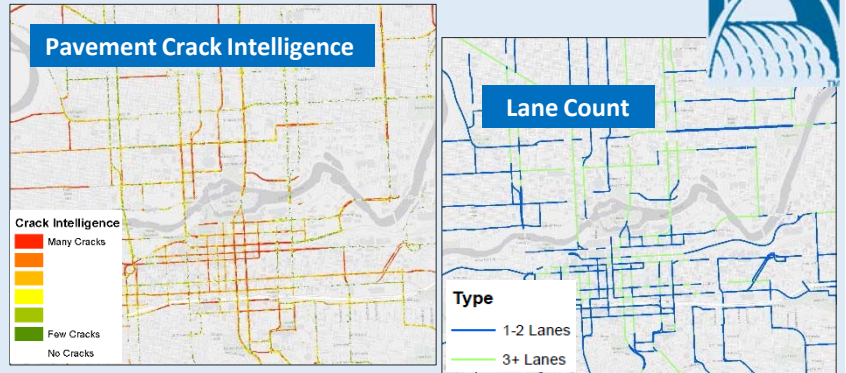
Contact information: Chris Carfaro, GIS Manager | (509) 625-7752, ccafar@spokanecity.org

Name of the projects:

- (1) 2020 Pavement Inspection (Arterial)
- (2) 2022 Pavement Inspection (Local)

Description of project:

- 272 centerline miles arterial roads (2020), 675 centerline miles local roads (2022)
- ASTM D6433 formatting
- Distress formatted for StreetSaver
- Web-based viewer



CITY OF TWIN FALLS, ID

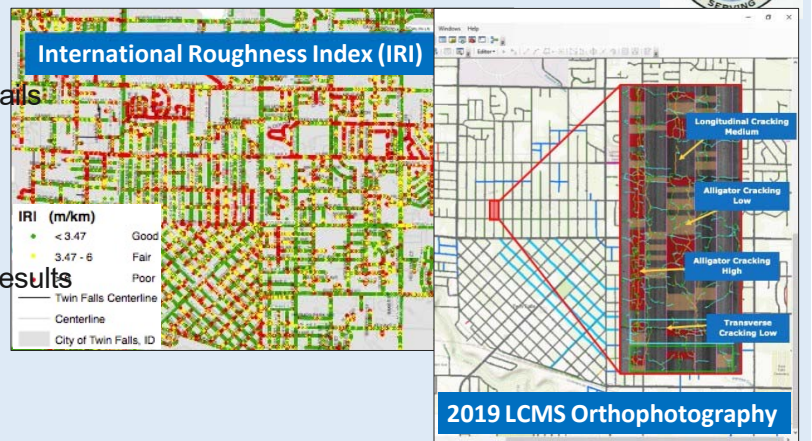
Contact information: Mark Thomson, Street Supervisor | (208) 736-2226, jmthomson@tfid.org

Name of the projects:

- (1) 2015 Pavement Inspection
- (2) 2019 Pavement Inspection
- (3) 2022 Pavement Inspection Parking Lots and Trails

Description of project:

- 263 miles of roadway collected
- ASTM D6433 formatting
- IRI and rutting data provided
- Distress data was loaded into PAVER for PCI results
- PCI data was linked to the City's centerline file
- Work history updated in PMS
- 5-year work plan
- Web-based viewer



MISSOULA MPO, MT

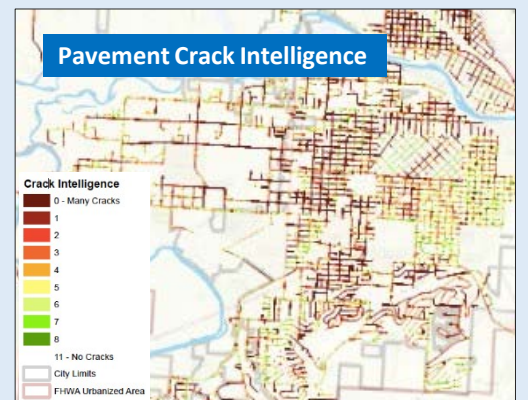
Contact information: Shane Stack, Public Works Director | (406) 258-4818, sstack@missoulacounty.us

Name of the projects:

- (1) 2020 Pavement Inspection, (2) 2022 Reporting Update

Description of project:

- 402 centerline miles of County and City roads inventoried
- IRI and rutting data collected
- Crack Intelligence data delivered
- Reviewed City's centerline file and set up the required network for loading into PAVER
- ASTM D6433 formatting
- PCI data linked to centerline file
- 5-year work plan



QUALIFICATIONS

PROJECT UNDERSTANDING

Transmap understands that the agency is looking for a specialized vendor to conduct an Automated Pavement Condition Assessment (APCA) for approximately 194 centerline miles (442 lane miles) of roadways. We have reviewed the preliminary scope, and we are confident that we meet and exceed all requirements for the project.

FIRM BACKGROUND

Since 1994, Transmap has been a data-focused company specializing in pavement and asset management. We have implemented our data into pavement and asset management programs that municipalities run across the country. Transmap is an industry leader and national provider of professional, technical, and management services to the transportation industry. Transmap provides the highest quality infrastructure management solutions for city and county- owned systems. Transmap specializes in analyzing distress data to create a PCI for pavement management. Since we drive all lanes for pavement analysis and have all our sensors active, we can also inventory roadway assets.

Transmap's staff consists of Professional Engineers, Ph.D.'s and GISP's. Our core team, led by Transmap's President and CEO, Howard Luxhoj, PE, and Vice President, Craig Schorling, GISP, have been involved with every project since 1997 and take a hands-on management approach to all projects.

KEY POINTS

Point	Definition	What Transmap Does	Others
Schedule	Delivery of project milestones	Automation leads to timely turn around – Richmond, VA - 937 miles - Pavement/assets in 150 days – El Paso, TX - 2,300 miles – Pavement in 150 days	Windshield survey – not utilizing automation – Leads to schedule slips
Sampling	Standard sample rate is 10% of area or at least one sample per section - Assumes homogenous pavements	No Samples - All distress is calculated per section of road - We leverage our full investment with Pavemetrics LCMS	10% of area analyzed - This is cheaper and used by many roadway asset firms
Test Mile	Single lane collection only - can be less than 25% of your network	No test mile - all lanes driven - 100% distress captured (see example on page 4)	Test mile is used by many infrastructure management firms – Less than half of area is collected
White label data collection	Outsourcing data collection to another firm - DOT vendor	We own/integrate all our sensors on our own vehicles - we own and operate multiple vehicles	Cost savings for new roadway asset firms - no investment or knowledge on vehicle operations
Milepost based collection	This is a linear model structured by odometer data	All distress is spatially located - this enables network independence	No spatial components - cost savings for other firms - no network independence = asphalt distress on a concrete segment
Frame-based Sampling	Using camera frame size as a sample method	Network independent - Spatial enabled distress - whole road segment - no samples	The outdated method used by consulting firms - no spatial component – DOT

PROPOSED APPROACH

ROADWAY DATA COLLECTION

SLICER SETUP

Web-Based SLICER Application

Transmap's web-based application allows for vehicle tracking during the data collection. Transmap drives all roads in both directions to collect 100% distress data on all lanes. The SLICER application follows the vehicle's movements to ensure the operator knows that all roads have been driven and there were no issues. Project participants follow this process by logging in from any location. The data collection will be performed with minimal impact on traffic.

2X
Data Collection



FIELD DATA COLLECTION

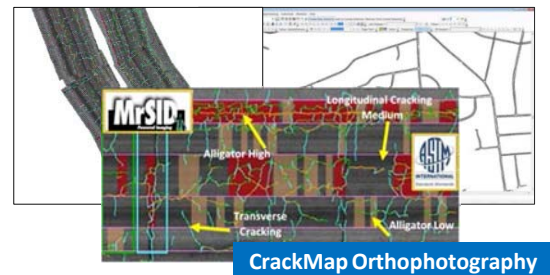
3DLaser Crack Measurement System (100% Coverage)

Transmap's ON-SIGHT™ vehicles are equipped with a Pavemetrics Laser Crack Measurement System (LCMS, LCMS2), which uses laser line projectors, high-speed cameras (360-degree camera), an inertial navigation

ADVANCED INSPECTIONS

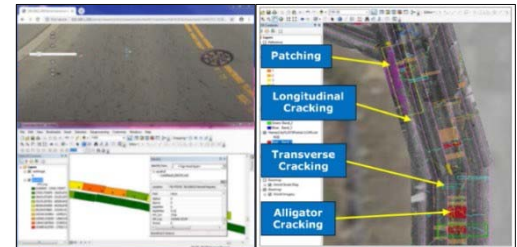
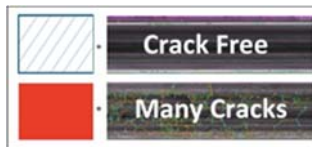
CRACKMAP ORTHOPHOTOGRAPHY

The image to the right is a MrSID compression file (CrackMap Orthophotography) of LCMS data displayed in map format. Any distress picked up from the LCMS laser measurements is superimposed onto the .jpeg images and laid flat on the centerline. The severity level standards are displayed in colors over the cracks' exact location to distinguish severities easily. The LCMS orthophotography can be added as a layer in the Agency's ArcGIS



CRACK INTEL DATA

- White hashed box (no cracks)
- Red box (high level of cracking)
- Hot spots (every crack in the network)



AUTOMATED DISTRESS EXTRACTION

Transmap has written algorithms that look at the LCMS's .xml file to identify and extract distress data into a geodatabase. Transmap only drives on dry

roadways to get the best results when capturing cracking data. Transmap can format the distress data according to ASTM standard

formats. 100% of all distress will be collected and used for PCI calculations

WORK PLANS

Transmap can provide the County with 5 to 10-year complete work plans. Transmap's reporting always includes easy-to-interpret tables and maps.

TRUE AREA OF PAVEMENT

True area will be an accurate pavement width, not just an average width from samples. This will assist the Paving Manager with actual widths to establish the cost to replace the pavement.

ASSET DATA COLLECTION

Transmap drives with all our sensors activated, so any roadway assets (pavement markings, sidewalk, sidewalk failures, curbs, curb failures, signs, etc.) can be extracted at any time and are formatted for GIS delivery. Transmap uses our LiDAR and street-level orthophotography to extract roadway assets. The image to the right depicts our LiDAR data used for roadway asset extraction.

SCHEDULE

Transmap will deliver PCI data integrated with the Agency centerline and a complete work plan in 2 months from notice to proceed. This schedule is weather dependent.

EQUIPMENT

INDUSTRY-LEADING SYSTEMS



Pavemetrics Laser Crack Measurement Systems (LCMS2, LCMS1)

- Laser line projectors - high-speed cameras
- 100% coverage
- 1, 5mm resolution day or night collection
- Third system is currently being built

Ladybug5 Camera Systems

- 30 MP resolution (8,000 x 4,000-pixel resolution)
- 360-degree view of the road
- 6-image system

High-Definition Reference LiDAR

- Up to 750,000 points per second
- 360-degree view of the road

Dual GPS System with Inertial GPS (Garmin)

- Best real-time solution (1-2 foot)
- Integrated solution with camera and LCMS

Distance Measuring Instrument (DMI)

- External wheel counter
- Accurate distance (linear) measurements

Transmap System 6

- Allows for the data collection of areas that are not usually accessible with our mapping vehicles, such as trails and

Slope Measurement Equipment (System 9)

- Measures slope and other ADA compliance information on ADA ramps

Our distress is truly automated and not a windshield

- Dual GPS**
 - 2 Novatel Antennas
 - Best Alignment
 - Orthophotography Creation
- Panoramic Camera**
 - 6 Lenses
 - Panoramic View
 - Asset Condition
- Laser Crack Measurement System (LCMS, LCMS2)**
 - 4,000+ Point Laser
 - Length, Width, Depth of Cracks
- LiDAR**
 - ~700,000 Points
 - Intensity Value for Signs
 - Striping/Marking Extraction

LiDAR

Pointerra

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.

CONTRACT CHANGE ORDER FORM

CONTRACT CHANGE ORDER

DATE: _____ CHANGE ORDER NO. _____
 CONTRACT: _____
 OWNER: City of Post Falls
 TO: _____
 (Contractor)

You are hereby requested to comply with the following changes.

Description of Changes (Supplemental Plans and Specifications attached)	DECREASE in Contract Price	INCREASE in Contract Price
See attached spreadsheet	\$	\$
TOTALS	\$	\$
NET CHANGE IN CONTRACT PRICE	\$	\$

JUSTIFICATION: (Added/Deleted)

The amount of the Contract will be (Increased/Decreased) by the sum of: _____
 (\$00,000.00).

The Contract Total, including this and previous Change Orders, will be: _____
 (\$000,000.00).

The Contract Period provided for completion will be ____ Days.

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