



**CITY COUNCIL
MEETING AGENDA**

**December 19, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Urban Renewal Tech Park Closure Follow Up/City Hall Remodel Plans

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:
ACTION ITEM**

- a. Request to approve Pat Leffel to the Urban Renewal Commission - **ACTION ITEM**
- b. Request to approve the reappointment of Len Crosby and Eric Clemensen to the Urban Renewal Commission - **ACTION ITEM**
- c. Request to approve the reappointment of Vicky Jo Carey and Ross Schlotthauer to the Planning and Zoning Commission - **ACTION ITEM**
- d. Request to approve Bobby Wilhelm to the Planning and Zoning Commission - **ACTION ITEM**
- e. Request to reappoint Krista Noyes to the Parks and Recreation Commission - **ACTION ITEM**

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 – December 5, 2023, City Council Meeting
- b. Payables November 28, 2023 - December 11, 2023
- c. Purchase of (1) 2024 John Deere 320 P-Tier Backhoe (Parks Cemetery Replacement)
- d. Millsap Annexation Grant of Right-of-Way File No. ANNEX-22-16
- e. Millsap Annexation Grant of Easement File No. ANNEX-22-16
- f. Bogie Annexation Grant of Right-of-Way File No. ANNEX-23-2
- g. Bogie Annexation Grant of Easement File No. ANNEX-23-2
- h. Purchase of 2023 Chevrolet 6500 Dump Body Truck (Parks Construction replacement)
- i. DeAtley Annexation Reasoned Decision File No. ANNEX-23-1
- j. Acceptance of Sewer Easement - Pine & Poppy
- k. Millsap Landing Subdivision Construction Improvement Agreement
- l. Bogie Annexation Reasoned Decision File No. ANNEX-23-2
- m. Water Reclamation Facility Tertiary Treatment Project - Request for Increase of Contract Amount with Panhandle Area Council
- n. Purchase Playground Equipment for Woodbridge Park
- o. Housing Company Zone Change Reasoned Decision File No. ZC-23-1
- p. DeAtley Grant of Easement W. Seltice Way ANNEX-23-1
- q. DeAtley Grant of Easement N. Pleasant View Rd. ANNEX-23-1

2. PUBLIC HEARINGS

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

each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Ordinance -Millsap Landing Annexation File No. ANN-22-16
- b. Ordinance - Bogie Annexation File No. ANN-23-2
- c. Ordinance - Housing Company Zone Change File No. ZC-23-1
- d. Ordinance - Wastewater Update 13.20
- e. Ordinance - DeAtley Annexation File No. ANN-23-1
- f. Comprehensive Plan Resolution CPA-23-1
- g. Contract Amendment with JUB Engineers for WRF Master Plan

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. Resolution Adopting Outside Agency Funding, Representation, and Fund Balance Policies
- b. I90 / SH-41 Interchange (Project A02(442)) Water Main Insertion Valves
- c. Request to Hunt on Land Application Property
- d. 2024 Water Distribution Project - Design Contract with Century West
- e. Landmark Place Annexation Agreement - File No. 0003-2019

- f. Rose of Sharon Purchase and Sale Agreement
- g. Purchase Agreement with SWS Equipment for a CCTV Camera Truck
- h. I-90 Corridor Study Workshop Recap and Letter of Support Consideration - **NOT AN ACTION ITEM**

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. Prairie Avenue / Spokane Street Project Summary
- b. Ponderosa Lift Station Project Staff Report

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

- 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"

MEMORANDUM:

TO: Mayor & Council

FROM: Shelly Enderud, City Administrator

DATE: 12/19/2023

SUBJECT: URD Tech Park Closure Workshop Discussion Follow Up

On October 18, 2022, staff presented information to the City Council at a workshop on the Tech Park URD and the Pleasant View URD. At the end of the workshop, staff was asked to bring back information on what the risk would be legally if the Council were to potentially consider closing the Tech Park District. This would be specifically in regard to the Douglass group and their belief there was an Urban Renewal District with the potential for reimbursement when they purchased the property. This would be different than there simply not being enough increment. This would be the closure of the opportunity for increment. We were also asked to provide an opinion on if there is any provision that stipulates the amount of time the district must stay open.

Last, staff was asked to bring back any information on whether there is a process to change the name of the district since it will likely no longer be a Hi-Tech focus. Also, if that is a City initiated procedure or an Agency initiated procedure.

On March 7, 2023, staff followed up with City Council at a second workshop regarding legal advice on closing an open district early. During this workshop it was discussed what constitutes a liability. The project list included in the OPA was discussed and staff was asked to bring this list back to Council.

The OPA was not brought back to Council to finalize the discussion and to let Council know that the OPA basically contained the project list from the URD plan itself. The OPA and project list is attached. It is the opinion of the legal department that the list contained in the OPA constitutes a liability and the district would need to remain open as long as this liability exists.

Base Valuation \$38,758,868 2022 Valuation \$89,261,327

This district was created in 2018, with Beyond Green being the main proponent. This company was owned by Phil Wirth and Jerry Dicker. Phil Wirth had previously been involved in the Center Point District and the 2004 Local Improvement District (LID) established to fund sewer improvements along Highway 41. Jerry Dicker owns the Ruby hotels, the Steam Plant and Fox Theatre in Spokane and has done several commercial developments with his company GVD. The planned retail site east of Highway 41 and north of Prairie Avenue is owned by GVD. The other main parcel is the Tech Park site located west of Highway 41 and north of Prairie Avenue. The bulk of this site was purchased by Harlan Douglass, but two parcels are still under ownership of Beyond Green, Inc. This district contains improvements for roadway infrastructure, water and sewer that allow for development of the Tech Park site and the Retail site north of Prairie Ave. The proponent agreement with the PF URA is with Jerry Dicker (GVD). The city is currently working with GVD on potential improvements to be made along Prairie Ave, just south of the retail site. These improvements include a roundabout at Zorros and Prairie.

Some of the goals of the original plan are as follows:

- To stimulate the development of a High-Tech Industrial Park in the northeast portion of the city of Post Falls.
- To enhance this potential site for commercial development and expansion.
- To create and expand public infrastructure and public facilities within the entire Urban Renewal District.
- To enhance and improve transportation routes and collector streets within the District to enhance future developments.
- To strengthen the District and enhance related commercial development and support within the Project Area.
- To provide commercial and recreational facilities for the residents of Post Falls and visitors.

Potential Issue/Concern with District:

Part of the district has changed ownership and the concept of a High-Tech Industrial Park is unlikely at this time (one of the main goals).

Discussion Items to consider:

- The City of Post Falls has very few Economic Development Incentives to use to attract quality businesses that create property tax revenue and quality jobs for the citizens of Post Falls. Urban Renewal Districts is one of the main incentives and helps to provide the stimulus needed to attract the growth of employment base needed in Post Falls.
- Infrastructure needs/costs are a significant impediment to development in the city. This is especially true where the first developer "in" generally pays for the costs of items like lift stations, traffic-controlled intersections, water/sewer main lines, etc.
- The original plan called for development of a Tech Park that would primarily focus on High Tech companies locating within the park itself. The original developer and the plan to provide low-cost electricity has since changed. There were six goals listed in the Plan and while this goal is likely to not be fully achieved, the other goals are still achievable with quality light industrial and

commercial businesses locating in the park, like a Riverbend project (used an Urban Renewal District that started in the late 90's).

- Infrastructure planned within the district is important to the development of the area and some of the infrastructure has regional implications. This infrastructure will assist with overcoming some of the competitive disadvantages when competing with other States for quality businesses. Some of the infrastructure items that are fully or partially eligible for URD reimbursement are:
 - Traffic Control intersection (planned roundabout) at Zorros and Prairie Ave.
 - Prairie Ave Frontage Improvements west and east of Highway 41, within the district.
 - Completion of Cecil Rd connection from Prairie Ave to Hayden Ave.
 - Traffic Control intersection at Cecil Rd and Prairie Ave and at Charleville Rd and Prairie Ave.
 - West side of Highway 41 Pedestrian Facility from Prairie Ave to Hayden Ave.
 - Numerous utility infrastructure items including water, wastewater and electrical.
 - Potential removal of the UPPR Spur (or expansion of spur with installation of crossings). This item is dependent on what is being located at the park and the need, or lack of need, for the rail spur.
- Property purchased by current developer with the understanding that the infrastructure that is planned to be built will have the potential for URD reimbursement.

Recommendation of staff:

Staff is working with main proponent on projects within this district. The main proponent has a sub-agreement with the new owner of the Tech Park area. This area has several critical “regional” infrastructure projects within the district. Having a funding source for these projects will allow for responsible development in the city’s northeast corridor. This includes development along Highway 41 and along Prairie Ave. Also, allowing the Tech Park area to develop as zoned with more commercial and industrial uses will continue to benefit the city with high quality jobs for the citizens and property taxes for the city and supporting districts. We would recommend continuing to monitor the district at this point.

Follow up Direction from Council and/or Questions (some examples are provided):

- Would the Council like any follow up reporting? The Agency provides an annual report, but staff could provide reports on a shorter time frame.
- Would the Council like a joint workshop with the Agency to discuss these two districts and/or all the districts and current status?

Pleasant View District **Created 2021** **Closure 2041** **548 acres**

Base Valuation \$2,705,871 **2022 Valuation \$468,584 (Annexation \$3,996,355)**

This district was created in 2021, with the City being the main proponent to support the relocation of a large transportation company in the district. There are two main areas for development in this district. First, is the transportation company with access to rail located at the SE corner of Pleasant View and Prairie. Second, is the property at the NE corner of Pleasant View and Prairie owned by Copper Basin. The district also includes a Post Falls District School site along McGuire. Discussion of establishing a district in this area began as early as 2011/2012. The costs of improvements outweighed the benefit that would be created at that time, so the district did not move forward at that time. With growth on the western edge of the city as well as strong interest in developing the transportation site, the district finally made sense and was adopted. Currently, the transportation company is working on their building design and continues to work with the City and the PF URA on the necessary transportation, water, and sewer infrastructure that will be required for this area.

Some of the goals of the original plan are as follows:

- To stimulate the development of industrial expansion in the northwest portion of the City of Post Falls.
- To enhance this potential site for industrial and commercial development expansions.
- To create and expand public infrastructure and public facilities within the entire Urban Renewal District with significant investment in wastewater to reduce the use of septic systems over the aquifer.
- To enhance and improve transportation routes and collector streets within the District to enhance future development.
- To strengthen the District and enhance related industrial and commercial development and support within the Project area.

Potential Issue/Concern with District:

This district's main project has been delayed due to the high cost of construction. By delaying the project, it starts to reduce the likelihood of the ability to reimburse for the infrastructure.

Discussion Items to consider:

- The City of Post Falls has very few Economic Development Incentives to use to attract quality businesses that create property tax revenue and quality jobs for the citizens of Post Falls. Urban Renewal Districts is one of the main incentives and helps to provide the stimulus needed to attract the growth of employment base needed in Post Falls.
- Infrastructure needs/costs are a significant impediment to development in the city. This is especially true where the first developer "in" generally pays for the costs of items like lift stations, traffic-controlled intersections, water/sewer main lines, etc. For this area Wastewater was a significant impediment and more than 10 years ago, developers worked together on an annexation/urban renewal plan to try and develop this area, but it did not pencil and after much consideration, some of the property began to develop in the County, using septic systems.
- The plan calls for industrial development along the east side of Pleasant View and mixed development of Industrial/commercial and residential north of Prairie. There is also a school site north of Prairie.

- Infrastructure planned within the district is important to the development of the area and some of the infrastructure has regional implications. This infrastructure will assist with overcoming some of the competitive disadvantages when competing with other States for quality businesses. Some of the infrastructure items that are fully or partially eligible for URD reimbursement are:
 - Traffic Control intersection at Grange and Pleasant View.
 - Double lane roundabout at Prairie and Pleasant View.
 - Improvements to Pleasant View, including widening, allowing for larger vehicles.
 - Lift Station near Prairie and Pleasant View.
 - Additional Well.
 - Water and Sewer lines along the east side of Pleasant View.
 - Improvements to the Seltice and Pleasant View intersection.
 - Several other transportation improvements along the corridor and side streets.

Recommendation of staff:

Staff is working with the main project. The project is planning to meet with staff in November to fully update staff on their total project costs and timeline. The project would like to move forward with the infrastructure project first and then follow it with the main facilities project. At this time, staff would recommend continuing to work with the project to fulfill the goals of the district. There is still adequate time to receive increment to pay for the main infrastructure needs, allow for the development on the north side of the district and to achieve connection for the school district. Also, there continues to be interest in the other parcels east of Pleasant View for future development.

Follow up Direction from Council and/or Questions (some examples are provided):

- Would the Council like any follow up reporting? The Agency provides an annual report, but staff could provide reports on a shorter time frame.
- Would the Council like a joint workshop with the Agency to discuss these two districts and/or all the districts and current status?



Ag. Exemptions at Annexation and Early Closure of URAs

Warren Wilson
March 7, 2023

I.C. 63-904 Allows Agricultural Lands To Be Taxed At A Lower Rate:

- **If 5 acres or more and “actively devoted” to agriculture:**
 - **Produce Field Crops.**
 - **Produce Nursery Stock.**
 - **Grazing Livestock for Profit/ Leased for Grazing.**
 - **In Crop Rotation/Retirement Program**

I.C. 63-904 Allows Agricultural Lands To Be Taxed At A Lower Rate:

- **If 5 acres or less and “actively devoted” to agriculture each of the last 3 seasons:**
 - **Produce Field Crops.**
 - **Produce Nursery Stock.**
 - **Grazing Livestock for Profit/ Leased for Grazing.**
 - **In Crop Rotation/Retirement Program**

AND

- **Produces 15% of owner’s annual income, or**
- **Gross revenues of \$1,000 or more in the preceding year.**
- **Presumed to be “non agricultural” unless proven.**

I.C. 63-904 Allows Agricultural Lands To Be Taxed At A Lower Rate:

- **Contiguous properties can also qualify if:**
 - **Pivot corners.**
 - **Storage of Ag commodities/equipment.**

I.C. 63-904: Platted Properties:

- **If plat restricts use of property for ag uses, property cannot qualify for Ag exemption whether its in city or not.**
- **Platting of property does not change the status if the property meets the requirements.**

I.C. 63-904 Allows Agricultural Lands To Be Taxed At A Lower Rate:

- **Focus of the statute is on how the property is used and not whether its annexed or platted.**
- **If actively used for agriculture, the property receives the tax break regardless of other factors.**
- **Harder to qualify for smaller properties.**

I.C. 50-226 through 50-233: Separation of Ag. Lands:

- **State code also has a process for owners of agricultural lands to force their way out of a city.**
 - **At least 5 acres whether platted or unplatted.**
 - **Actively used for Agricultural uses.**
 - **Court process. Court can order the property be removed from city limits.**

Analysis: Questions on Legality:

- **May not be legal to require Owner to give up status.**
- **The statutes provide state policy on taxation of agricultural properties in the state.**
- **The state has “occupied the field” and preempted local action in this area.**
 - **Certainly, has preempted local ordinances regarding taxation.**
 - **Less certain in a negotiated agreement but not clear.**

Analysis: Even if its legal, likely not a good idea:

- **Agricultural uses are valuable and should be supported for as long as the property is being used for agricultural uses.**
- **Owner could force their way out of the city in response.**
- **Could result in more, smaller annexations as owners only annex each subdivision “phase” rather than the full property.**
 - **Inhibit master planning.**
 - **More staff time and expenses.**
- **Ag. Property does not use many city services so not limited additional services to justify the requirement.**

Analysis: Even if its legal, likely not a good idea:

- **Very Likely to create a legislative backlash to protect farmers.**
 - **Would almost certainly result in a bill removing any such authority cities may have.**
 - **Multiple bills annually aimed at stripping local authority over perceived overreaching at the local level.**

Early Termination of URAs:

- **Plan required to have a “Termination Date”, which can be changed by modifying the Urban Renewal Plan.**
 - **I.C. 50-2903(20).**
- **Plan modification would be to change the termination date.**
- **In the year immediately preceding the new termination date, the agency would need to ensure that sufficient revenue exists to pay off existing debts/liabilities.**
 - **I.C. 50-2903(5).**

Early Termination of URAs:

- I.C. 50-2909(4):
- **When** the revenue allocation area plan budget described in section 50-2903(5), Idaho Code, estimates that **all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness and bonds have been paid in full, or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the agency funded through revenue allocation proceeds shall be satisfied** and the agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under section 50-2908, Idaho Code, shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the revenue allocation area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the revenue allocation area; and **the powers granted to the urban renewal agency under section 50-2909, Idaho Code, shall thereupon terminate.**

Early Termination of URAs: Conclusion:

- **Termination date can be amended.**
- **The new termination date would need to allow sufficient time to pay off all outstanding liabilities.**
- **Would require a plan modification to accomplish.**

QUESTIONS??

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Post Falls Urban Renewal Agency
P.O. Box 236
Post Falls, Idaho 83877-0236

With a copy to:

Beyond Green, Inc.
Attn: Jeff Bornholdt
909 West First Avenue, Suite B
Spokane, Washington 99201

JIM BRANNON 20 P 2681535000
KOOTENAI COUNTY RECORDER
JAJ Date 02/21/2019 2:12 PM
REQ OF POST URBAN RENEWAL

RECORDING FEE: \$67.00

XX



(Space Above For Recorder's Use)

**OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)**

THIS AGREEMENT made and entered into this 12th day of February, 2019, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, P.O. Box 236, Post Falls, Idaho, 83877-0236, hereinafter referred to as the Agency, and BEYOND GREEN, INC., an Idaho corporation, 909 W. 1st Avenue, Suite B, Spokane, Washington 99201, hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act;

WHEREAS the Post Falls City Council did on October 16, 2018, pass Ordinance No. 1349, duly adopting the Post Falls Technology District Urban Renewal Plan and creating the Post Falls Technology District;

WHEREAS the Participant owns or controls real property located within the boundaries of the District, and more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, and hereinafter referred to as the Site;

WHEREAS the Participant intends to construct public infrastructure improvements on the Site, as more specifically described in **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project. A detailed list of the proposed

improvements associated with the Project is also included in **Exhibit B**. Detailed illustrations of these proposed improvements are attached hereto as **Exhibit A-1**;

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan;

WHEREAS the Agency and the Participant seek to cooperate in the construction of public infrastructure improvements;

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project;

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, subject to repayment of existing Agency obligations within the District as hereinafter provided for in Section 6 of this Agreement; and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements which shall qualify for reimbursement subject to the conditions set forth herein when they have been constructed, dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency and such governmental entity, which shall not be unreasonably withheld by the Agency. Any other public improvements that are constructed by the Participant as part of the Project are not eligible for reimbursement pursuant to this Agreement, unless approved in writing by the Agency.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The Participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The Improvements to be constructed shall be in accordance with the overall City infrastructure plans, policies, and design standards. Such Improvements shall not be eligible for reimbursement until they are dedicated to the City of Post Falls, the

Agency, or another governmental entity, and accepted by the City, the Agency and such governmental entity, which shall not be unreasonably withheld by the Agency.

- 3.2. Prior to commencing construction, all necessary permits shall be obtained by the Participant and/or the Participant's agents.
- 3.3. Construction and quality control inspections shall be provided by the engineer of record and the City.
- 3.4. During the term of the Plan and the District, the Participant agrees to not apply for or receive any property tax exemptions provided by Idaho law (pertaining to the subject property) that would adversely affect the amount of tax increment revenues generated by the District, except as otherwise agreed. Pursuant to Sections 8.6 and 8.9 below, this obligation shall be binding upon the Participant's successors and assigns, including but not limited to assignees, purchasers and lessees of the subject property. Furthermore, the Participant acknowledges that the grant of such additional property tax exemptions to the Participant, its successors or assigns would adversely affect the Agency's ability to provide reimbursement for the Agency Funded Public Improvements. Notwithstanding the foregoing, nothing contained herein shall prohibit Participant and its successors/assigns from receiving other local, state and federal benefits and/or incentives so long as such benefits and incentives have no adverse impact on the amount of property tax increment revenues generated by the District.
4. **CONDITIONS:** In consideration for the commitments presented by the Participant, the Agency agrees to continue to proceed with reimbursement for the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with City design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals, which shall contain specific timelines for completing the Agency Funded Public Improvements.
 - 4.3. In order to receive reimbursement, the Participant (or agents thereof) shall complete the Agency Funded Public Improvements described in **Exhibit B** and any attachments to **Exhibit B**. However, it is understood that Participant is not required to complete the improvements.
 - 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.
 - 4.5. The Participant agrees to invoice the Agency per the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, approval by and dedication of the improvement(s) to the City of Post Falls, and the availability of tax increment revenues for the District.

- 4.6. The Participant has tendered to the Agency costs for design and adoption of the Plan in the amount of \$15,000.00, which amount shall be considered a reimbursable Participant Advance, as hereinafter described.
- 4.7. In order to receive reimbursement, the Participant shall complete the Improvements on or before the 16th day of October, 2038.
5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements set forth in **Exhibit B** and previously approved by the Agency, hereinafter referred to as Participant Advances.
6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:
 - 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from the tax increment revenues of the District and in order of approval by the Agency of any other project obligation within the District, unless otherwise agreed to in writing. If for any reason tax increment revenues anticipated to be received by the Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.
 - 6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:
 - 6.2.1. To reimburse the Agency for the costs of amending the Plan and/or any remaining unpaid costs of designing or adopting the Plan.
 - 6.2.2. For the payment of the Participant's annual contribution to the administrative costs of the Agency as established in the Agency's annual budget, and applicable equally to each participant.
 - 6.2.3. For the repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.
 - 6.2.4. For the reimbursement of other proponents in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement. For the purposes of this Agreement, it is agreed that no other proponent of the District has an approved order which predates the Participant.
 - 6.2.5. To the reimbursement of Participant Advances in accordance with Agency Policies.
 - 6.3. The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's Policies concerning the use of tax increment revenue and

cost reimbursement, which the Participant agrees to be bound by, including but not limited to the Addendum to Policy No. 7, which establishes revised reimbursement parameters for Urban Renewal Districts created after August 1, 2018 and Policy No. 18 governing reimbursement for "soft costs". Notwithstanding any other provision of this Agreement or what is represented in the Exhibits hereto, reimbursement of Participant Advances for Agency Funded Public Improvements shall be made in full compliance with all of the Agency's Policies.

7. ANNUAL REVIEW: The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency, provided such is exercised in a commercially reasonable manner, to make adjustments to the Plan, in good faith, that are authorized by the Plan and the Act.

8. MISCELLANEOUS:

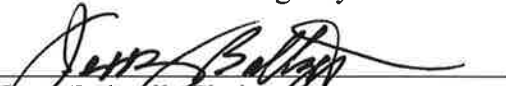
- 8.1. The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.
- 8.2. The Participant agrees to indemnify, defend, and hold harmless the Agency, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performance or activities of Participant, Participant's agents, employees, or representatives under this Agreement.
- 8.3. The Participant does hereby grant to the Agency and its agents a right of access to the Site for the purpose of inspections.
- 8.4. The Participant agrees at the appropriate time to convey title to the Agency Funded Public Improvements to the Agency, the City or another governmental entity. As long as the Improvements comply with the terms and provisions of this Agreement, the Agency agrees to accept such dedication.
- 8.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.6. The rights and obligations provided for in this Agreement may not be assigned without the mutual agreement of the Parties, which consent shall not unreasonably be withheld. It being understood that the rights and obligations of the Participant shall survive any assignment, sale and/or lease of portions of the Site to third parties. The Participant shall coordinate with the Agency on behalf of such third parties (with whom the Participant has transferred rights in the subject property or a portion thereof) so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in the First Judicial District of the State of Idaho, in and for the County of Kootenai. The prevailing party in any

action shall be entitled to reasonable attorney's fees and costs.

- 8.8. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties shall mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in a binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees, including but not limited to reasonable attorney's fees, incurred in such arbitration shall be awarded to the prevailing party as that term is defined by Idaho Law.
- 8.9. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns.
- 8.10. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: 
Jerry Baltzell, Chairman

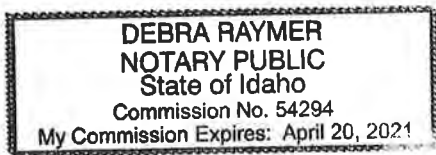
BEYOND GREEN, INC.
an Idaho Corporation

By: 
Gerald V. Dicker, President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of February, 2019, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jerry Baltzell, proved to me on the basis of satisfactory evidence to be the Chairman of the Post Falls Urban Renewal Agency that executed the instrument or the person who executed the instrument on behalf of the Agency and acknowledged to me that such Agency executed the same.

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



Debra Raymer
Debra Raymer
NOTARY PUBLIC FOR IDAHO
Residing at Post Falls Idaho
My Commission Expires 4-20-21

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

See attached acknowledgment

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of California, personally appeared Gerald V. Dicker, proved to me on the basis of satisfactory evidence to be the President of Beyond Green, Inc. that executed the instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

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

NOTARY PUBLIC FOR CALIFORNIA
Residing at _____
My Commission Expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of ORANGE)
 On February 12th, 2019 before me, Devon Denise Cox, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Gerald V. Dicker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Devon Denise Cox
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Owner Participation and Reimbursement Agreement Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: Signer for

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gerald V. Dicker

- ☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Beyond Green, Inc.

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

INLAND NORTHWEST TECHNOLOGY PARK

(TECHNOLOGICAL MANUFACTURING DATA STORAGE, AEROSPACE, RESEARCH, ETC.)



EXHIBIT A-1





J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A-2 LEGAL DESCRIPTION

(NOTE: THIS LEGAL DESCRIPTION IS NOT INTENDED TO BE USED FOR CONVEYANCE PURPOSES)

PARCEL 1:

The NW1/4 of the NE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the Hayden Avenue right-of-way.

Containing 39.80 acres, more or less.

PARCEL 2:

The NE1/4 of the NE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the Hayden Avenue and Idaho State Highway 41 rights-of-way.

Containing 38.36 acres, more or less.

PARCEL 3:

The SW1/4 of the NE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the 100 foot strip of land described in the deed to Coeur d'Alene and Pend O'Reille Railway Company, recorded May 24, 1910 in Book 37 of Deeds, Page 399, records of Kootenai County, Idaho.

Containing 37.16 acres, more or less.

PARCEL 4:

The SE1/4 of the NE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the Idaho State Highway 41 right-of-way and the 100 foot strip of land described in the deed to Coeur D'Alene and Pend O'Reille Railway Company, recorded May 24, 1910 in Book 37 of Deeds, Page 399, records of Kootenai County, Idaho.

Containing 38.73 acres, more or less.

PARCEL 5:

The W1/2 of the SE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the Prairie Avenue right-of-way.

Containing 79.19 acres, more or less.

PARCEL 6:

The E1/2 of the SE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, City of Post Falls, Idaho, lying southwesterly of the southwesterly right-of-way line of the Spokane International Railroad.

EXCEPTING THEREFROM any portion lying within the Prairie Avenue and Idaho State Highway 41 rights-of-way.

ALSO EXCEPTING THEREFROM a tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being more particularly described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North 88°44'37" West, a distance of 50.01 feet to the West right-of-way line of State Highway No. 41; thence parallel with the East line of Section 24, along the West right-of-way line of State Highway No. 41, North 00°17'26" East, a distance of 1,400.16 feet to a set iron rod and cap marking the POINT OF BEGINNING;

thence parallel with the South line of Section 24, North 88°44'37" West, a distance of 554.89 feet to a set iron rod and cap;

thence parallel with the East line of Section 24, North 00°17'26" East, a distance of 911.69 feet to a set iron rod and cap on the Southwesterly right-of-way line of the Spokane International Railroad;

thence along the Southwesterly right-of-way line of the Spokane International Railroad, South 64°23'30" East, a distance of 613.77 feet to a set iron rod and cap on the West right-of-way line of State Highway No. 41;

thence parallel with the East line of Section 24, along the West right-of-way line of State Highway No. 41, South 00°17'26" West, a distance of 658.58 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a parcel of land in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

BEGINNING at a point on the South line of said Southeast Quarter from which the Southeast corner of said Section 24 bears South 88°44'37" East, 50.01 feet; thence along said South line, North 88°44'37" West, 466.72 feet; thence North 00°17'35" East, 466.72 feet; thence South 88°44'37" East, 466.72 feet; thence South 00°17'35" West, 466.72 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a tract of land in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North $88^{\circ}44'37''$ West, a distance of 516.73 feet; thence parallel with the East line of Section 24, North $00^{\circ}17'26''$ East, a distance of 30.00 feet to a found iron rod and cap marking the POINT OF BEGINNING and the North right-of-way line of Prairie Avenue; thence along the North right-of-way line of Prairie Avenue and parallel with the South line of Section 24, North $88^{\circ}44'37''$ West, 498.72 feet to a set iron rod and cap;

thence parallel with the East line of Section 24, North $00^{\circ}17'26''$ East, a distance of 436.72 feet to a set iron rod and cap;

thence parallel with the South line of Section 24, South $88^{\circ}44'37''$ East, a distance of 498.72 feet to a found iron rod and cap;

thence parallel with the East line of Section 24, South $00^{\circ}17'26''$ West, a distance of 436.72 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North $88^{\circ}44'37''$ West, a distance of 50.01 feet to the West right-of-way line of State Highway No. 41; thence parallel with the East line of Section 24, and along the West right-of-way line of State Highway No. 41, North $00^{\circ}17'26''$ East, a distance of 933.44 feet to a found iron rod and cap marking the POINT OF BEGINNING;

thence parallel with the South line of Section 24, North $88^{\circ}44'37''$ West, a distance of 466.72 feet to a found iron rod and cap;

thence parallel with the East line of Section 24, North $00^{\circ}17'26''$ East, a distance of 466.72 feet to a found iron rod and cap;

thence parallel with the South line of Section 24, South $88^{\circ}44'37''$ East, a distance of 466.72 feet to a found iron rod and cap on the West right-of-way line of State Highway No. 41;

thence parallel with the East line of Section 24 and along the West right-of-way line of State Highway No. 41, South $00^{\circ}17'26''$ West, a distance of 466.72 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North $88^{\circ}44'37''$ West, A distance of 50.01 feet to the West line of State Highway No. 41;

thence parallel with the East line of Section 24 and along the West right-of-way line of State Highway 41, North $00^{\circ}17'26''$ East, a distance of 466.72 feet to a found iron rod and cap marking the POINT OF BEGINNING;

thence parallel with the South line of Section 24, North 88°44'37" West, a distance of 466.72 feet to a found iron rod and cap;

thence parallel with the East line of Section 24, North 00°17'26" East, a distance of 466.72 feet to a found iron rod and cap;

thence parallel with the South line of Section 24, South 88°44'37" East, a distance of 466.72 feet to a found iron rod and cap on the West right-of-way line of State Highway No. 41;

thence parallel with the East line of Section 24 and along the West right-of-way line of State Highway No. 41, South 00°17'26" West, a distance of 466.72 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a strip of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence North 88°44'37" West, a distance of 516.73 feet to a point; thence North 00°17'26" East, a distance of 466.72 feet to a found 5/8 inch iron rod and cap marking the POINT OF BEGINNING;

thence North 88°44'37" West, a distance of 94.01 feet to found 5/8 inch iron rod and cap;

thence North 00°17'26" East, a distance of 933.44 feet to found 5/8 inch iron rod and cap;

thence South 88°44'37" East, a distance of 94.01 feet to found 5/8 inch iron rod and cap;

thence South 00°17'26" West, a distance of 933.44 feet to the POINT OF BEGINNING.

Containing 36.84 acres, more or less.

PARCEL 7:

That portion of the Northeast Quarter of the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, City of Post Falls, State of Idaho, lying northeasterly of the northeasterly right-of-way line of the Spokane International Railroad, Kootenai County, City of Post Falls, State of Idaho, EXCEPTING THEREFROM any portion lying within the State Highway No. 41 right-of-way.

Containing 5.29 acres, more or less.

PARCEL 8:

A tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, City of Post Falls, Idaho, and being more particularly described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North 88°44'37" West, a distance of 50.01 feet to the West right-of-way line of State Highway No. 41; thence parallel with the East line of Section 24, along the West right-of-way

line of State Highway No. 41, North $00^{\circ}17'26''$ East, a distance of 1,400.16 feet to a set iron rod and cap marking the POINT OF BEGINNING;

thence parallel with South line of Section 24, North $88^{\circ}44'37''$ West, a distance of 554.89 feet to a set iron rod and cap;

thence parallel with the East line of Section 24, North $00^{\circ}17'26''$ East, a distance of 911.69 feet to a set iron rod and cap on the Southwesterly right-of-way line of the Spokane International Railroad;

thence along the Southwesterly right-of-way line of the Spokane International Railroad, South $64^{\circ}23'30''$ East, a distance of 613.77 feet to a set iron rod and cap on the West right-of-way line of State Highway No. 41;

thence parallel with the East line of Section 24, along the West right-of-way line of State Highway No. 41, South $00^{\circ}17'26''$ West, a distance of 658.58 feet to the POINT OF BEGINNING.

Containing 9.91 acres, more or less.

PARCEL 9:

That portion of Government Lots 3 and 4 and the SE1/4 of the SW1/4 of Section 19, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

COMMENCING at the southwest corner of said Section 19 (from which the South 1/4 corner of said Section 19, bears South $88^{\circ}29'46''$ East, a distance of 2,633.42 feet); thence North $50^{\circ}47'29''$ East, a distance of 84.32 feet, more or less, to the intersection of the existing northerly right-of-way line of Prairie Avenue and the existing easterly right-of-way line of State Highway 41, said point also being the POINT OF BEGINNING;

thence South $88^{\circ}29'46''$ East along the northerly right-of-way line of said Prairie Avenue, a distance of 1,294.03 feet, more or less, to the East line of that certain parcel of land as described in Warranty Deed dated December 29, 2016, recorded as Instrument Number 2577376000, records of Kootenai County, Idaho;

thence North $00^{\circ}59'01''$ East along said East line, a distance of 743.42 feet;

thence North $88^{\circ}08'26''$ West, a distance of 596.94 feet;

thence 223.03 feet along the arc of a curve to the right, having a radius of 200.00 feet, through a central angle of $63^{\circ}53'37''$, said curve having a long chord which bears North $56^{\circ}11'37''$ West a chord distance of 211.65 feet;

thence North $24^{\circ}14'48''$ West, a distance of 545.35 feet;

thence 225.95 feet along the arc of a curve to the left, having a radius of 200.00 feet, through a central angle of $64^{\circ}43'49''$, said curve having a long chord which bears North $56^{\circ}36'43''$ West a chord distance of 214.12 feet;

thence North $88^{\circ}58'37''$ West, a distance of 105.00 feet, more or less, to the easterly right-of-way line of said State Highway 41;

thence South $01^{\circ}01'23''$ West along said right-of-way line, a distance of 1,463.66 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM the south 35 feet of the west 600 feet and west 95 feet of the above-described parcel.

Containing 25.19 acres, more or less.

PARCEL 10:

A parcel of land being a portion of the East 1/2 of the Southwest Quarter and a portion of Government Lots 3 and 4, lying in Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the Southwest corner of said Section 19, marked by a rail road spike in monument case, from which the South Quarter corner of said Section 19, bears $S88^{\circ}29'45''E$ a distance of 2633.37 feet;

Thence, $N60^{\circ}04'25''E$ a distance of 57.53 feet to the intersection of the existing North right-of-way line of Prairie Avenue and the existing East right-of-way line of State Highway 41, said point being the True Point of Beginning, for this description;

Thence, along said existing east right-of-way line of State Highway 41, $N01^{\circ}01'17''E$ a distance of 1983.37 feet to the intersection of the south railroad right-of-way line;

Thence, along said South right-of-way line, $S63^{\circ}38'33''E$ a distance of 1447.31 feet to a point;

Thence, leaving said right-of-way line, $S00^{\circ}59'01''W$ a distance of 1375.06 feet to a point on the existing North right-of-way line of Prairie Avenue;

Thence, along said North right-of-way line, $N88^{\circ}29'45''W$ a distance of 1309.05 feet to the True Point of Beginning.

EXCEPTING THEREFROM THE FOLLOWING:

That portion of Government Lots 3 and 4 and the SE1/4 of the SW1/4 of Section 19, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

COMMENCING at the southwest corner of said Section 19 (from which the South 1/4 corner of said Section 19, bears South $88^{\circ}29'46''$ East, a distance of 2633.42 feet); thence North $50^{\circ}47'29''$ East, a distance of 84.32 feet, more or less, to the intersection of the existing northerly right-of-way line of Prairie Avenue and the existing easterly right-of-way line of State Highway 41, said point also being the POINT OF BEGINNING;

thence South $88^{\circ}29'46''$ East along the northerly right-of-way line of said Prairie Avenue, a distance of 1,294.03 feet, more or less, to the East line of that certain parcel of land as described in Warranty Deed dated December 29, 2016, recorded as Instrument Number 2577376000, records of Kootenai County, Idaho;

thence North $00^{\circ}59'01''$ East along said East line, a distance of 743.42 feet;

thence North $88^{\circ}08'26''$ West, a distance of 596.94 feet;

thence 223.03 feet along the arc of a curve to the right, having a radius of 200.00 feet, through a central angle of $63^{\circ}53'37''$, said curve having a long chord which bears North $56^{\circ}11'37''$ West a chord distance of 211.65 feet;

thence North $24^{\circ}14'48''$ West, a distance of 545.35 feet;

thence 225.95 feet along the arc of a curve to the left, having a radius of 200.00 feet, through a central angle of $64^{\circ}43'49''$, said curve having a long chord which bears North $56^{\circ}36'43''$ West a chord distance of 214.12 feet;

thence North $88^{\circ}58'37''$ West, a distance of 105.00 feet, more or less, to the easterly right-of-way line of said State Highway 41;

thence South $01^{\circ}01'23''$ West along said right-of-way line, a distance of 1,463.66 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM: the south 35 feet of the west 600 feet and west 95 feet of the above-described parcel.

Containing 23.8 acres, more or less.

PARCEL 11:

The East half of the Southwest quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

EXCEPT the West half of the Southeast quarter of the Southwest quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.



THE
LANGDON
GROUP
a JUB Company



GATEWAY
MAPPING
INC.
a JUB Company

OTHER J-U-B COMPANIES

J-U-B ENGINEERS, Inc.

7825 Meadowlark Way

Coeur d'Alene, ID 83815

(208) 762-8787

ENGINEER'S OPINION OF PROBABLE COST

PRELIMINARY

PROJECT:

ZONE A - Public Infrastructure Cost Estimate - Inland NW Technology Park (TM Zoning)

DATE:

July 2018

PROJECT DESCRIPTION:

Public Infrastructure, including roadways, water, sanitary sewer, etc.

CLIENT:

PREPARED BY:

ETH

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
Roadways					
1	Asphalt and Base	65,500	SY	\$ 20	\$ 1,310,000
2	Ballast (12" depth)	45,000	TON	\$ 16	\$ 720,000
3	Curb	32,000	LF	\$ 25	\$ 800,000
4	Sidewalk/Trail	35,000	LF	\$ 40	\$ 1,400,000
5	Swale	32,000	LF	\$ 20	\$ 640,000
6	Hwy 41 - 3/4 Movement Turn Lanes (south)	1	LS	\$ 200,000	\$ 200,000
7	Hwy 41 - Traffic Signal (Harvest)	1	LS	\$ 600,000	\$ 600,000
8	Hwy 41 - 3/4 Movement Turn Lanes (Orchard)	1	LS	\$ 200,000	\$ 200,000
9	City Pedestrian Facility - West side of Hwy 41	2,600	LF	\$ 100	\$ 260,000
10	Prairie Ave - Traffic Signal (Charleville)	1	LS	\$ 600,000	\$ 600,000
11	Prairie Ave - Traffic Signal (Cecil)	1	LS	\$ 600,000	\$ 600,000
12	Cecil Rd - UPRR Crossing	1	LS	\$ 400,000	\$ 400,000
Utilities					
13	10" Sewer Main	1,000	LF	\$ 65	\$ 65,000
14	8" Sewer Main	10,000	LF	\$ 55	\$ 550,000
15	12" Water Main	15,000	LF	\$ 55	\$ 825,000
16	Underground "Dry" Utilities	1	LS	\$ 300,000	\$ 300,000
17	20" Well, Wellhouse, Pump, Controls, etc.	1	LS	\$ 750,000	\$ 750,000
18	Electrical Transmission Lines	1	LS	\$ 1,000,000	\$ 1,000,000
19	Electrical Substation	1	LS	\$ 9,000,000	\$ 9,000,000

SUBTOTAL \$ **20,220,000**

Construction Contingency (30%): \$ 6,066,000

Planning / Design / CMS (25%): \$ 5,055,000

TOTAL PROBABLE COST (2018 DOLLARS) \$ 31,341,000

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry. CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein. CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.



THE
LANGDON
GROUP
a J-U-B Company



GATEWAY
MAPPING
INC.
a J-U-B Company

OTHER J-U-B COMPANIES

J-U-B ENGINEERS, Inc.

7825 Meadowlark Way
Coeur d'Alene, ID 83815
(208) 762-8787

ENGINEER'S OPINION OF PROBABLE COST

PRELIMINARY

PROJECT: ZONE B - Public Infrastructure Cost Estimate - Inland NW Technology Park (CCS Zoning) **DATE:** July 2018

PROJECT DESCRIPTION:
Public Infrastructure, including roadways, water, sanitary sewer, etc.

CLIENT: **PREPARED BY:**
ETH

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
Roadways					
1	Asphalt and Base	35,000	SY	\$ 22	\$ 770,000
2	Ballast (12" depth)	24,000	TON	\$ 16	\$ 384,000
3	Curb	16,000	LF	\$ 25	\$ 400,000
4	Sidewalk/Trail	16,000	LF	\$ 40	\$ 640,000
5	Swale	16,000	LF	\$ 20	\$ 320,000
6	City Pedestrian Facility - West side of Hwy 41	1,300	LF	\$ 100	\$ 130,000
7	Hwy 41 - 3/4 Movement Turn Lanes	1	LS	\$ 200,000	\$ 200,000
Utilities					
8	10" Sewer Main	5,000	LF	\$ 65	\$ 325,000
9	8" Sewer Main	1,400	LF	\$ 55	\$ 77,000
10	12" Water Main	2,600	LF	\$ 55	\$ 143,000
11	Underground "Dry" Utilities	1	LS	\$ 100,000	\$ 100,000
SUBTOTAL					\$ 3,489,000
Construction Contingency (30%):					\$ 1,047,000
Planning / Design / CMS (25%):					\$ 872,000
TOTAL PROBABLE COST (2018 DOLLARS)					\$ 5,408,000

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry. CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein. CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.



J-U-B ENGINEERS, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
(208) 762-8787

ENGINEER'S OPINION OF PROBABLE COST

PRELIMINARY

PROJECT:

ZONE C - Public Infrastructure Cost Estimate - Shopping Center

DATE:

July 2018

PROJECT DESCRIPTION:

Public Infrastructure, including roadways, water, sanitary sewer, etc.

CLIENT:

PREPARED BY:

ETH

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
Roadways					
1	Asphalt and Base	12,000	SY	\$ 22	\$ 264,000
2	Ballast (12" depth)	8,200	TON	\$ 16	\$ 131,200
3	Curb	4,600	LF	\$ 25	\$ 115,000
4	Sidewalk	4,600	LF	\$ 40	\$ 184,000
5	Swale	4,600	LF	\$ 20	\$ 92,000
6	Hwy 41 - 3/4 Movement Turn Lanes	1	LS	\$ 200,000	\$ 200,000
7	Prairie Avenue - Frontage Improvements	1	LS	\$ 150,000	\$ 150,000
8	Prairie Avenue - Signal at Zorros Road	1	LS	\$ 500,000	\$ 500,000
Utilities					
9	12" Sewer Main	5,000	LF	\$ 75	\$ 375,000
10	12" Water Main	2,600	LF	\$ 55	\$ 143,000
11	Underground "Dry" Utilities	1	LS	\$ 100,000	\$ 100,000
SUBTOTAL					\$ 2,254,000
Construction Contingency (30%):					\$ 676,000
Planning / Design / CMS (25%):					\$ 564,000
TOTAL PROBABLE COST (2018 DOLLARS)					\$ 3,494,000

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry. CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein. CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

APPENDIX A – Project Costs

The following Engineer's opinion of probable costs are calculated in 2018 dollars:

Priority 1 Projects – INTP and Shopping Center Public Infrastructure

Zone A	Public infrastructure including curb, roadways, sidewalk/trail, traffic Signals @ Hwy 41 and Harvest, Prairie and Charleville and Prairie and Cecil, City pedestrian facility, ¾ movement turn lanes, UPRR crossing, water, sanitary sewer, underground "dry" utilities, well, electrical transmission lines, electrical substation, etc.	\$ 31,341,000
Zone B	Public infrastructure including curb, roadways, sidewalk/trail, City pedestrian facility (west of Hwy 41), ¾ movement turn lanes, water, sanitary sewer, underground "dry" utilities, etc.	\$ 5,408,000
Zone C	Public infrastructure including curb, roadways, sidewalk, ¾ movement turn lanes, Prairie Avenue frontage improvements, traffic signal @ Prairie and Zorros, water, sanitary sewer, underground "dry" utilities, etc.	\$ 3,494,000

Priority 2 Projects

Meyer Alternative – North		\$ 300,000
	Additional cost to upsize from planned 10" to 15" at deeper depth	
Hwy 41 Pedestrian Tunnel		\$ 1,300,000
	Pedestrian tunnel at location of existing RR crossing on Hwy 41 North of Prairie Avenue	
City – Rails to Trails		\$ 200,000
	Multi-modal pedestrian facility on existing RR grade – east of Hwy 41 and north of Shopping Center	
Foxtail Streets	Additional street width for "Collector" streets (wider than typical development)	\$ 500,000
Entertainment Venue		\$ 5,000,000
	Public/private entertainment venue	



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

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME Pat Leffel

RESIDENCE ADDRESS: _____ Post Falls ID 83854

MAILING ADDRESS: _____ Post Falls, ID 83877

HOME PHONE _____ CELL PHONE: SAME

EMAIL _____

CURRENT EMPLOYER: Retired

POSITION _____

WORK PHONE _____ WORK EMAIL _____

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

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

RESIDENT OF THE CITY OF POST FALLS: 1 YEARS

RESIDENT OF KOOTENAI COUNTY: 1 YEARS

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

Lived in Post Falls from 1993 until 2008, retired and lived out of state. Returned to Post Falls in November 2022.

LIST ALL CURRENT OR PAST POST FALLS COMMUNITY INVOLVEMENT (i.e., Food Bank, Kiwanis, Chamber of Commerce): Worked with Bob Potter (Jobs Plus) Kootenai County for more than 10 years when I lived and worked in Post Falls.

WHAT DIRECTION OR EXPERIENCE WOULD YOU BE ABLE TO CONTRIBUTE TO THIS BOARD? Former President Kinman Business University Spokane Washington, Regional Manager with Radio Shack Franchise for 15 years, 200 plus dealers in 5 states in the Pacific Northwest and 15 years with Jacklin Land Company/Riverbend Commerce Park as Property Manager, retired 2008.

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

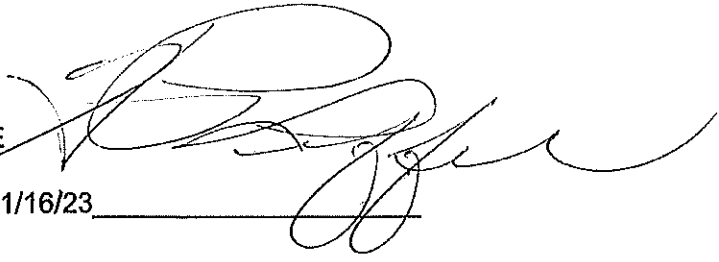
WHY DO YOU WANT TO BE CONSIDERED FOR THIS BOARD PLACEMENT?
Love this area and would like to give back to the community.

(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE

DATE 11/16/23

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.



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

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME Leonard Andrew Crosby III
RESIDENCE ADDRESS Post Falls, Idaho 83854
MAILING ADDRESS Post Falls, Idaho 83854
HOME PHONE _____ CELL PHONE _____
EMAIL _____
CURRENT EMPLOYER: NONE I am a Retired Banker.
POSITION: _____
WORK PHONE _____ WORK EMAIL _____

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

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

RESIDENT OF THE CITY OF POST FALLS: 24 YEARS
RESIDENT OF KOOTENAI COUNTY: 24 YEARS

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

Prior Governmental Positions: Senior Development Officer and Liaison with Governor's Office, Illinois Housing Development Authority; Executive Director, West Virginia Housing Finance Agency; Chairman, Governor's Interagency Housing Commission (State of West Virginia); Governor's Advisor on Housing and Community Development (State of West Virginia);

Current Governmental Positions: Board Member - Idaho Bond Bank Authority, (Governor Appointee); Member, Idaho Credit Rating Enhancement Committee (Governor Appointee);

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

Treasurer, Post Falls Urban Renewal Commission; Past Chair and current Member, Joint Chamber of Commerce Public Policy Committee; Member, and former Citizen of the Year -

Post Falls Chamber of Commerce: Board and Finance Committee member – Kootenai County Boys and Girls Club: Treasurer and Board member, North Idaho Veterans Assistance League, Inc. supporting the Post Falls Veterans Home; Finance Officer American Legion Post 154; Chief of Staff, Idaho Department of the Military Order of the Purple Heart; Member, Disabled American Veterans; Chairman–Board of Trustees, Kootenai Bridge Academy (Charter School); Board member – Kootenai County Veterans Commission.

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

Having been a member of the Commission for 13 years, I am thoroughly familiar with the process of creating, managing, overseeing and closing urban renewal districts in Post Falls. Over my term on the Commission I have been directly involved in creating the District Plans approved by the City Council for all of our existing urban renewal districts, and I have been directly involved in the early and successful closing of all of the Commission's earlier urban renewal districts.

As Treasurer I have overseen the annual budget of the Commission, the financial reporting to the taxpayers and the City Council, managed the investments of public tax dollars, worked with Bond Counsel in the sale of Commission bonds to finance the improvements to Spokane Street and the Greensferry overpass, and been directly involved in the financial and regulatory aspects of proponent reimbursements, district closings, and the rebate of surplus tax increment to the underlying taxing entities.

Over the course of my involvement with the Commission, I have held the positions of Chairman, Vice Chairman and Treasurer, and have been directly involved in the process of working closely with City Council and City staff to form strategic plans for ways in which the Urban Renewal Commission can expand public infrastructure to encourage well planned growth of our employment base and support job creation and retention. I have also been a strong advocate for the Urban Renewal Commission to focus its efforts on economic diversification and job creation and avoid using tax increment incentives to encourage or support residential growth, which I firmly believe should be self-supporting.

DO YOU ANTICIPATE ANY CONFLICT OF INTEREST IN ANY FINDING WHICH YOU MIGHT BE REQUIRED TO MAKE AS A MEMBER OF THIS BOARD?

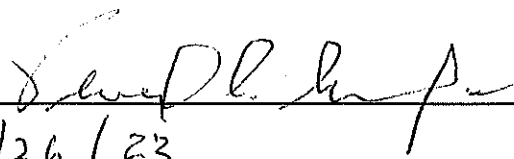
NO existing or anticipated conflicts of interest. I own no property other than my home and I have no business interests that would involve any conflict.

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

I believe that my experience will be beneficial in the future development that is envisioned in the Commission's three existing urban renewal districts (Downtown, Pleasant View and Tech Park). Each of these districts has its own unique set of challenges that will need to be addressed if they are to be successful.

I also believe that my experience on the Commission will be of assistance in working with City Staff to consider the creation of one or more, smaller and shorter urban renewal districts to support the growth and continue vitality of the City of Post Falls. I have long been a proponent of smaller districts, with limited goals and shorter time lines. I think that philosophy and approach will be crucial to successfully continuing this program in the City of Post Falls.

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE 
DATE 9/26/23



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

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME ERIC CLEMENSEN
RESIDENCE ADDRESS POST FALLS
MAILING ADDRESS SAME
HOME PHONE CELL PHONE
EMAIL
CURRENT EMPLOYER AMENTUM / JOINT PERSONNEL RECOVERY AGENCY
POSITION BIOMETRICS ANALYST
WORK PHONE WORK EMAIL

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

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

RESIDENT OF THE CITY OF POST FALLS: 7 YEARS
RESIDENT OF KOOTENAI COUNTY: 26 YEARS

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

URA Commissioner

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

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

DO YOU ANTICIPATE ANY CONFLICT OF INTEREST IN ANY FINDING WHICH YOU MIGHT BE REQUIRED TO MAKE AS A MEMBER OF THIS BOARD? _____

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

(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE _____



DATE _____

10 Dec 2023



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

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME Vicky Jo Carey _____
RESIDENCE ADDRESS _____
MAILING ADDRESS Post Falls, ID 83854 _____
HOME PHONE _____ CELL PHONE : _____
EMAIL _____
CURRENT EMPLOYER Slavation Army Kroc Center _____
POSITION Development Associate _____
WORK PHON _____ WORK EMAIL _____

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

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

RESIDENT OF THE CITY OF POST FALLS: 28 YEARS
RESIDENT OF KOOTENAI COUNTY: 28 YEARS

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

Planning & Zoning Commission _____

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

2022 RCLA attendee _____
Current member of RCLA Committee (Chamber) _____
Attend Post Falls Chamber Lunches and other functions _____

WHAT DIRECTION OR EXPERIENCE WOULD YOU BE ABLE TO CONTRIBUTE TO THIS BOARD? I am currently a Planning & Zoning Commissioner and have been for quite a few years. I think my knowledge of how this commission works within it's guidelines is a positive attribute.

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

WHY DO YOU WANT TO BE CONSIDERED FOR THIS BOARD PLACEMENT? I am very interested in how our city is growing and want to be part of the planning of how to make it the best possible city it can be. I also do enjoy being on this commission.

(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE

D. Carey

DATE

12-11-23



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

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME Robert (Bobby) Wilhelm
RESIDENCE ADDRESS Post Falls, Id 83854
MAILING ADDRESS same
HOME PHONE _____ CELL PHONE _____
EMAIL _____
CURRENT EMPLOYER Kelly Right Real Estate
POSITION Realtor
WORK PHONE _____ WORK EMAIL _____

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

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

RESIDENT OF THE CITY OF POST FALLS: life YEARS
RESIDENT OF KOOTENAI COUNTY: _____ YEARS

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

None

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

Donor Food Bank
Post Falls Historical Society

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

9 months Mechanical drawing school. I can read blue prints
Realtor Idaho/Washington. I mostly buy flips (37)
in 6 years and remodel to sell. I've worked many
times with different jurisdictions on zone changes, easements,
variances, port line adjustments, right of way, set back etc..
I can read very dry material and understand it.

DO YOU ANTICIPATE ANY CONFLICT OF INTEREST IN ANY FINDING WHICH YOU MIGHT BE REQUIRED TO MAKE AS A MEMBER OF THIS BOARD?

At this time I don't.
But if something come up I would ~~reverse~~ recuse
myself

WHY DO YOU WANT TO BE CONSIDERED FOR THIS BOARD PLACEMENT? I'm interested
in the future of Post Falls. I also the process
I've watched in past meetings

(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE

DATE

Robert Wilbur
12/5/03



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

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME: Krista Noyes
RESIDENCE ADDRESS: Post Falls, ID
MAILING ADDRESS: Post Falls ID
HOME PHONE: _____ CELL PHONE: _____
EMAIL: _____
CURRENT EMPLOYER: Costmine Intelligence
POSITION: Business Manager/Reclamation Specialist
WORK PHONE: _____ WORK EMAIL: _____

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

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

RESIDENT OF THE CITY OF POST FALLS: 19+ YEARS
RESIDENT OF KOOTENAI COUNTY: 19+ YEARS

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

Parks and Recreation Commission

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

Parks and Recreation Commission

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

As a current member of the Parks and Recreation Commission, I believe that I can continue to contribute to the success and growth of Post Falls.

DO YOU ANTICIPATE ANY CONFLICT OF INTEREST IN ANY FINDING WHICH YOU MIGHT BE REQUIRED TO MAKE AS A MEMBER OF THIS BOARD? _____

none

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

I have been a resident of Post Falls for many years, with a brief gap for college and work. I love the community, raised my family here, and hope to keep making it a wonderful place for my children's families should they choose to settle here after college.

(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE

DATE 10/17/2023





**CITY COUNCIL
MEETING MINUTES**

**December 5, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

a. Strategic Plan

Shelly Endrud, City Administrator presenting:

Priority: Workforce

Attract and retain qualified talent both now and in the future

- Recruit and retain quality talent
- Conduct comprehensive succession planning
- establish an employee professional development program

Priority: Operations

Maintain sustainable, quality operations to execute the City's primary purpose.

- Develop effective and efficient policies and procedures
- Improve interdepartmental communications
- Improve interdepartmental collaboration
- Provide proactive maintenance and services

Priority: Capital

Obtain and sustain sufficient capital resources for ongoing investments and equipment.

- Engage in effective master planning
- Establish and Maintain effective design standards

Priority: Community

Maintain community satisfaction in the provision of city services.

- Improve the ability to tell our story
- Create quality engagement
- Improve ease of engagement

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:
ACTION ITEM**

None

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – November 21, 2023, City Council Meeting
- b. Payables November 14, 2023 - November 27, 2023
- c. DeAtley Annexation Agreement File No. ANNX-23-1
- d. Fiscal Year 2023 Road Report
- e. Bogie Annexation Agreement ANNX-23-2
- f. Fixed Asset Disposal Zebra ID Badge Printer Asset 4652
- g. Fleet Division Request to Surplus Vehicles & Equipment
- h. Acceptance of the Canvassed Election Results
- i. Millsap Landing Annexation Agreement File No. ANNX-22-16
- j. Acceptance of Sewer Easement - Farwest Steel

City of Post Falls
City Council Minutes

December 5, 2023



Kootenai County Elections

Jennifer Locke - Clerk
1808 N 3rd St. P.O. Box 9000 - Coeur d'Alene, ID 83816-9000
Phone (208)446-1030 - Fax (208)446-2184
<http://www.kcgov.us/elections> - Email kselections@kcgov.us

STATE OF IDAHO } ss.
COUNTY OF Kootenai

We, the commissioners of the county and state aforesaid, acting as the **Board of Canvassers of Election**, convened on November 16th, 2023, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the Candidates and Ballot Questions as they appeared at the **Consolidated Election** held on **November 7, 2023** as shown by the records now on file in the County Clerk's office.

County Board of Canvassers

Attest:
Clerk

(County Seal)

E-31, Approved Secretary of State, January 2011



Kootenai County Elections

Jennifer Locke - Clerk
1808 N 3rd St. P.O. Box 9000 - Coeur d'Alene, ID 83816-9000
Phone (208)446-1030 - Fax (208)446-2184
<http://www.kcgov.us/elections> - Email kselections@kcgov.us

STATE OF IDAHO } ss.
COUNTY OF Kootenai

I, Jennifer Locke, Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the Candidates therein named as they appeared on the election ballot for the **Consolidated Election on November 7, 2023** for the **City of Post Falls** as shown by the record of the Board of Canvassers filed in my office this **16th** day of **November, 2023**.

County Clerk

(County Seal)

E-30, Approved Secretary of State, January 2011



Kootenai County
November 7, 2023 Consolidated Election

Precinct	Voting Statistics			
	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast
201	1,625	14	1,639	469
202	1,875	13	1,888	459
203	1,820	21	1,841	560
204	1,720	14	1,734	568
205	1,535	12	1,547	542
206	873	8	881	223
207	896	17	913	204
208	910	6	916	219
301	1,344	12	1,356	393
302	1,520	14	1,534	450
303	1,660	6	1,666	470
304	1,896	11	1,907	441
305	1,224	12	1,236	330
306	1,617	15	1,632	498
307	1,554	16	1,570	451
308	1,706	16	1,722	548
309	1,533	22	1,555	540
310	1,483	19	1,502	533
311	822	13	835	234
312	1,554	14	1,568	647
313	1,626	21	1,647	692
314	1,877	13	1,890	826
315	1,436	12	1,448	530
316	1,399	31	1,430	500
317	1,661	12	1,673	488
318	1,366	27	1,393	518
319	1,579	18	1,597	689
320	1,662	12	1,674	635
321	1,558	21	1,579	706
322	1,745	37	1,782	607
323	1,264	15	1,279	297
401	1,222	16	1,238	396
402	1,532	10	1,542	432
403	1,611	19	1,630	597
404	1,469	16	1,485	634
405	1,818	23	1,841	551
406	1,381	21	1,402	567
407	1,557	13	1,570	584
408	1,610	11	1,621	464
409	1,422	15	1,437	505
410	1,440	17	1,457	729
411	1,493	8	1,501	454
412	1,404	7	1,411	538
413	1,532	22	1,554	347
414	1,528	22	1,550	450
415	1,386	12	1,398	417
416	1,327	9	1,336	502
417	1,486	12	1,498	509

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Kootenai County
November 7, 2023 Consolidated Election

Precinct	Candidates							
	City of Post Falls							
	Council Member Seat 1		Council Member Seat 3		Council Member Seat 5			
	James Steffensen	Samantha Steigler	Bobby Wilham	Rita Anderson	Joe Malloy	Joe Bodman	Cherilyn K Towne	
308	0	1	0	0	1	0	0	1
323	26	62	6	15	78	31	8	53
501	32	107	21	26	133	37	11	110
502	43	110	47	49	148	53	26	117
503	124	228	75	87	336	158	35	230
504	83	158	32	55	214	100	22	147
505	87	222	37	62	285	95	33	219
506	61	134	68	53	205	90	30	137
507	74	133	118	77	243	108	36	176
508	73	176	18	38	222	65	29	169
509	87	175	48	58	256	94	30	189
510	47	101	27	55	120	46	33	94
511	86	201	65	71	271	111	41	191
512	56	173	32	55	208	75	26	163
513	47	219	29	35	258	74	21	197
514	82	189	56	48	274	98	19	206
515	43	132	33	46	163	45	35	131
516	119	213	62	79	316	151	41	201
517	31	55	13	16	85	42	6	53
518	2	16	6	5	19	6	3	15
Total	1,203	2,805	793	930	3,835	1,479	485	2,799

9 of 23

Motion by

Borders to accept the Consent Calendar as presented.

Second by Ziegler.

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

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Black Bay Phase 1 Construction Agreement

Robbie Quinn, Parks Planner presenting: On November 9, 2023, bids were opened. Staff is recommending awarding the bid to the lone bidder Big Sky Corp with their bid of \$2,558,965. The engineer's estimate for the project was \$2,350,000. This project will include the replacement of the existing park entrance including the arrival plaza and pavilion shelter, regrading of existing park hillside and lawn area, complete reconstruction of the south asphalt trail including re-grading to meet ADA requirements and repaving, upgrades to the beach area, construction of a boardwalk at the entrance of the bay area, and construction of rip rap as armoring along designated areas of the Black Bay shoreline as well as stake plantings and a root wads and construction of an MSE wall for erosion control. Staff is requesting a 5% percent contingency in the amount of \$127,948.25 for a total of \$2,686,913.25.

Additionally, staff is seeking approval for the contract with Civitas for construction administration, observation, and staking for \$220,120.

Motion by Malloy to approve the Black Bay phase 1 construction agreement.

Second by Borders.

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

Motion Carried

4. NEW BUSINESS

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

ACTION ITEMS:

- a. 2023 Proposed Update to Post Falls Code Chapter 13.20 Wastewater Discharge Restrictions

Craig Borrenpohl, Utilities Manager presenting: The proposed changes will correct items noted by Idaho DEQ during a recent audit of the City's pretreatment program.

13.20.140 Accidental Spill Prevention Plans

- IDEQ and EPA require specific language within accidental spill prevention plans including industrial users to "immediately" notify the City of any accidental or slug discharges.
- The change removes the phrase "but no later than twenty-four (24) hours" from the section.

13.20.230 Wastewater Discharge Permit Contents

- Subsection 13.20.230 A.3 modified to provide the ability to use Best Management Practices as an enforceable permit condition.
- Subsection 13.20.230 A.13 is added to ensure the process dischargers shall follow to request monitoring waivers is included within permits.

Motion by Malloy to approve the 2023 proposed update to Post Falls Code Chapter 13.20

Wastewater Discharge Restrictions and to direct staff to bring back an ordinance at a future meeting.

Second by Borders.

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

Motion Carried

Motion by Malloy

Second by Borders.

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

Motion Carried

b. Solids Hopper Rehabilitation - Knife Gate Valve Purchase

Craig Borrenpohl, Utilities Manager, presenting: This covers the next two items. The goal of this replacement is to isolate the load out auger to prevent solids from falling outside after each cycle. The design calls for adding valves to isolate the hopper from the load out auger. The Hopper Knife valve purchase proposal calls for the City to pre-purchase the valves to get them in order prior to bidding. Four Knife Gate Valves are \$65,574.19 and would be funded through the WRF odor, solids, and dewatering project line. The second part of this is the contract for bidding support and construction management. With this contract, JUB Engineers would provide finalization of design, bidding support services, and construction management. The contract is for \$67,690.00 with a 10% contingency of \$6,769.00 for a total of \$74,459.00 and would be funded along the same project line.

Motion by Malloy to approve the solids hopper rehabilitation Knife Gate Valve purchase and the solids hopper rehabilitation construction management services.

Second by Ziegler.

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

Motion Carried

c. Solids Hopper Rehabilitation - Construction Management Services

This was approved with item b.

d. Police Department Pay Grade Kinds and Levels Adjustments

Mayor: Over the last few months we have learned Kootenai County and CdA have increased their paygrades in law enforcement. We are significantly behind now. Recently, we had a citizen testify at a public hearing that she was against the proposed project, and we do not have enough police officers, and we cannot get any. I asked the Chief if that was the case, and he said no, we were only two down at that time. Since then, we are down eleven. They have gone elsewhere because of pay. It is very difficult for us to hire police officers when we are 4 to 5 dollars below the neighboring agencies. I support this.

Greg McLean, Police Chief presenting: Recently, the City of CDA and Kootenai County have increased their pay grades and rates for sworn officers. Currently, Post Falls is approximately 16% behind these two competing agencies. Normally, we try to wait until the budget cycle to make these types of adjustments, but in the current workforce environment, the police department is struggling to attract and retain employees with the difference in pay between these two local agencies and the high wages in Washington. Currently, the police department has ten vacant patrol positions. The recommended change will assist with filling these positions and help

with retaining current officers. It is imperative that we fill these positions as the current employees have moved to 12-hour shifts to ensure coverage. These long shifts are negatively impacting current employees, and we are starting to see significant burn out of these employees. Finance has earmarked funding in the personnel pool from current vacancies and delays in hiring of positions to use to implement this change, to be made effective at the beginning of the next pay period, December 9, 2023. No budget amendment would be needed for this change, as the budget already exists in the personnel pool. The only action needed at this time would be for the Council to approve the recommended kinds and levels or make a motion to approve the kinds and levels at a different percentage increase, if desired.

Ziegler: With a discrepancy that large, most good employees are not going to leave over a dollar but with one that large.

Malloy: The wage of a starting police officer has not kept up with the standard of living. It is just too expensive to live here. I think this is a good move. There is nothing more expensive than turn over.

**Motion by Malloy Police Department pay grade kinds and levels adjustments.
Second by Borders.**

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

5. CITIZEN ISSUES

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

None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. Annual Comprehensive Financial Report and GASB

Jason Faulkner, Finance Director, presenting: The changes to the Governmental Accounting Standards Board (GASB) are as follows:

GASB 68 Pensions: This statement establishes standards of accounting and financial reporting for defined benefit pensions and defined contribution pensions provided to the employees of state and local governmental employers through pension plans that are administered through trusts or equivalent arrangements.

GASB 72 Mark to Market Adjustments: This statement addresses accounting and financial reporting issues related to fair value measurements. The definition of fair value is the price that

would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

GASB 87 Leases: Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

GASB 96 SBITA: Under this statement, a government generally should recognize a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability. A government should recognize the subscription liability at the commencement of the subscription term, - which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the government, which may be implicit, or the government's incremental borrowing rate if the interest rate is not readily determinable. A government should recognize amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

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: There is a pothole on Spokane St going south on the on ramp that just about ate my car.

I also wanted to give lots of kudos to the Parks and Recreation Department for Winterfest. What a wonderful community event.

Kudos to Chief McLean and your staff for Holiday and Heros. It reminds me now much i love our community and police department.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

None

RETURN TO REGULAR SESSION

ADJOURNMENT

6:47 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"

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Marcie Bayless, CSR/AP
SUBJECT: Payables November 28, 2023 - December 11, 2023

ITEM AND RECOMMENDED ACTION:

Check Run 12/12/23

DISCUSSION:

Check Run 12/13/23

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

4275360.28

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval 12.20.23
2. Hand Checks 12.20.23

Post Falls Check Approval



City of Post Falls

Packet: APPKT11999 - Check Run 12.20.23
Vendor Set: 01 - Vendor Set 01

Check Date: 12/13/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 411 Mayor & Council					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR305688	Contract Charges for G716M762040-Admin	001-411.0000.66050	14.69
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	2191 10.20.23B	Grove Hotel 2024 City Officials Day Ron	001-411.0000.64010	199.00
		1335 11.28.23	The Grove - Warren Legislative Summit Bois	001-411.0000.64010	209.00
		1335 10.19.23B	Grove Hotel 2023 Legislative Summit for Wa	001-411.0000.64010	236.17
		2191 10.19.23B	Grove Hotel 2023 Legislative Summit for Ror	001-411.0000.64010	236.17
		8792 11.13.23	Associated Tax Payers Idaho 2023 Coferenc	001-411.0000.64010	175.00
		8792 12.08.23	AIC - City Officials Day Lunch Registration	001-411.0000.64010	150.00
		1335 11.28.23B	Spokane Airport -Parking Warren Legislative	001-411.0000.64010	16.00
		2191 10.28.23	Spokane Airport - Parking Mayor Legislative	001-411.0000.64010	16.00
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5650	November 2023 Lobbying Expenses	001-411.0000.62040	2,916.66
Dept 411 Total:					4,168.69
Dept: 412 Information Systems					
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	7283 11.15.23	Amazon - Mini Fridge	001-412.0000.63060	239.99
		2244 11.06.23	UPS - Shipping RMA firewall	001-412.0000.63070	23.16
		2244 11.30.23	Amazon.com - Omada controller	001-412.0000.66030	97.29
		2244 12.07.2023a	Amazon.com - spare SSDs	001-412.0000.66040	76.79
		2244 12.07.2023	Amazon.com - drive for SCADA	001-412.0000.66040	119.95
		2244 11.13.23	Amazon.com - Samsung tablet for Parks	001-412.0000.80010	187.38
Dept 412 Total:					744.56
Dept: 413 General Services					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR305688	Contract Charges for G716M762040-Admin	001-413.0000.66050	19.57
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	8792 12.04.23	Pizza Hut Admin Christmas Party Lunch	001-413.0000.63810	73.95
		1335 10.23.23B	The Grove Hotel 2023 IdCMA for Warren	001-413.0000.64010	398.00
		6861 10.20.23B	Hilton Home 2 Suites 2024 IdCMA Shelly	001-413.0000.64010	351.45
Dept 413 Total:					842.97
Dept: 414 Finance					
P4835	ProPrint				
APMWB	Check	64466	# 10 Windowed Envelopes	001-414.0000.63050	186.00
VEN12931-ICCTF	Shannon Howard				
APMWB	Check	FY24 RB	District 1 ICCTFOA membership R Bain	001-414.0000.62060	10.00
		FY23 JF	District 1 ICCTFOA membership J Faulkner	001-414.0000.62060	10.00
VEN02035	Staples, Inc				
APMWB	Check	3553307613	Office Supplies- Finance	001-414.0000.63060	42.84
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	1408 11.16.23	Terre Coffee & Bakery - Gift Card	001-414.0000.64020	25.00
Dept 414 Total:					273.84
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000016683	Printing of Ordinance 1499	001-415.0000.62000	44.96
		0000016684	Printing of Ordinance 1500	001-415.0000.62000	101.17
		0000016681	Printing of Ordinance 1498	001-415.0000.62000	60.36
		0000016670	RFQ Vehicle 12.1.23	001-415.0000.62000	48.32

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR305688	Contract Charges for G716M762040-Admin	001-415.0000.66050	9.79
VEN01968	Shannon Howard				
APMWB	Check	2	ICCTFOA District 1 Dues - Rhiannon O'Neill	001-415.0000.62060	10.00
		1	ICCTFOA District 1 Dues	001-415.0000.62060	10.00
Dept 415 Total:					284.60
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	88292	Drug testing November 2023	001-418.4000.72070	1,225.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	ND35412	Printer -HR	001-418.0000.63060	96.75
		ND44228		001-418.0000.80010	1,622.68
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR305688	Contract Charges for G716M762040-Admin	001-418.0000.66050	19.58
V040	ODP Business Solutions				
APMWB	Check	342369826001	Office Supplies- HR	001-418.0000.63060	59.34
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	8716 11.16.23	Amazon - Otter Box Tablet Case & Whiteboa	001-418.0000.63060	15.99
		8716 11.1.23	Amazon - Party Supplies for Janet's 50th	001-418.0000.63060	13.99
		6803 12.04.2023	ICMA - Learning Lab Class	001-418.0000.64020	149.00
Dept 418 Total:					3,202.33
Dept: 421 Police					
A254	Allegra Print & Imaging				
APMWB	Electronic Funds Transf	205154	Parking violation notices	001-421.0000.63210	214.21
A0901	AT&T Mobility				
APMWB	Check	287291408138X112	City MiFis	001-421.0000.65030	1,572.28
A600	Awards Etc.				
APMWB	Electronic Funds Transf	34939	Support Foundation plaque	001-421.0000.63060	75.00
		CR-34655	PD Credit Memo for Duplicate Payment	001-421.0000.63060	-96.00
B160	Body By Scotty Towing				
APMWB	Check	2957	PD vehicle tow	001-421.0000.67170	155.00
VEN14905	Car Wash Plaza				
APMWB	Check	3	PD Car wash services 10/01 - 10/30/23	001-421.0000.67170	100.00
		2	PD Car wash services 09/01 - 09/30/23	001-421.0000.67170	100.00
		1	PD Car wash services 07/15 - 08/31/23	001-421.0000.67170	100.00
VEN14145	Charter Communications				
APMWB	Check	0337140112023	PD Internet	001-421.0000.65030	479.94
C220	Coleman Oil Co				
APMWB	Check	CP-0061855	PD Fuel expenses	001-421.0000.64030	4,635.12
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	12513	12 Padlocks for IT	001-421.0000.67020	191.40
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	16678	Employee business cards	001-421.0000.63210	695.50
		16735		001-421.0000.63210	128.50
VEN14874	Debra J Salish				
APMWB	Check	23-90	Uniform alterations - Leavitt	001-421.4000.72000	6.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	026338171	Cuff carrier - Brantl	001-421.0000.67020	54.15
		026200640	Name tag - Elliott	001-421.4000.72000	11.89
		026222072	Uniform shirts - Grob	001-421.4000.72000	260.64
		026222081	Uniform Jacket - McDaniel	001-421.4000.72000	165.66
		026343624	Uniform shirt - Leavitt	001-421.4000.72000	57.48
		026294220	Uniform accessories - Miller	001-421.4000.72000	153.90
		026142312	Uniform shirt - Sanicola	001-421.4000.72000	141.90
		026222053	Uniform shirts - Leavitt	001-421.4000.72000	57.48
		026142311	Uniform pants - Uhrig	001-421.4000.72000	89.78
		026177196	Uniform pants - Leavitt	001-421.4000.72000	162.47
		026265755	Belt and belt keepers - Miller	001-421.4000.72000	65.42
VEN13191	Intermax Networks				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN09941	Check Jacque Panza	302156	Direct link to Kootenai County	001-421.0000.62040	475.00
APMWB VEN07726	Check Jon Dekeles	120423	Chaplain stipend - 1 week in November	001-421.0000.62370	25.00
APMWB K086	Check Kootenai County Sheriff	120423	Chaplain stipend - November	001-421.0000.62370	75.00
APMWB K140	Check Kootenai Electric	112923	Reimbursement for Honor Guard funeral luncheon	001-421.0000.63590	1,490.11
APMWB N001	Check Napa Auto Parts	1588061 113023	Blossom Mtn electric	001-421.0000.65021	498.28
APMWB	Check	3688-265961	Batteries	001-421.0000.63130	14.81
		3688-265256	Shop caliper tools	001-421.0000.67090	132.54
		3688-265414	Jump starter	001-421.0000.67090	259.71
		3688-264838	Vehicle cleaning products	001-421.0000.67100	129.59
		3688-266219	Fuse holders - stock	001-421.0000.67100	36.66
		3688-265328	Battery and tire deflator	001-421.0000.67100	31.65
		3688-264940	Oil filter - PFPD128	001-421.0000.67100	11.16
		3688-267188	Zinc plated bolt	001-421.0000.67100	4.19
		3688-263938	Credit for return	001-421.0000.67100	-667.79
		3688-263652	Vehicle Maintenance software	001-421.0000.67100	890.99
		3688-262775	Maintenance program software - Returned	001-421.0000.67100	667.79
		3688-264689	Wiper blades - PFPD137	001-421.0000.67100	47.96
		3688-265855	Headlight bulbs	001-421.0000.67100	65.64
		3688-265849	Car batteries - PFPD142	001-421.0000.67100	284.23
		3688-264658	Wiper blades - stock	001-421.0000.67100	71.94
		3688-264890	Dexron ATF - stock	001-421.0000.67100	83.88
		3688-266204	Flush mount - PFPD163	001-421.0000.67100	44.16
		3688-266197	Starter - PFPD142	001-421.0000.67100	172.32
		3688-266205	Flush mount - PFPD163	001-421.0000.67100	46.07
V040	ODP Business Solutions				
APMWB	Check	344032199001	Office Supplies-PD	001-421.0000.63060	237.40
		343712894001	Office supplies-Streets	001-421.0000.66042	148.13
		343849254001	Office Supplies-PD	001-421.0000.66042	380.56
O040	Overhead Door Company				
APMWB S0760	Check Seltice Laundry	546764	Wash bay door repair	001-421.0000.68010	442.50
APMWB R251	Check Serights Ace Hardware	8/90	VOPS car wash	001-421.0000.67170	14.62
APMWB	Check	349064/1	Metal, hose nozzle, metal tubing	001-421.0000.67100	50.36
		349533/1	Misc nuts and bolts for shop	001-421.0000.67100	27.18
		349548/1	Misc cables/ties, drill bits	001-421.0000.67100	96.89
S275	Solar Eclipse				
APMWB S285	Check Spalding Auto Parts	50142	Windshield - PFPD163	001-421.0000.67100	339.00
APMWB VEN14584	Check Sylint, LLC	2116914	5 radios with vents	001-421.0000.67100	150.00
APMWB VEN14751	Electronic Funds Transf Tetiri, LLC	19270	Monthly Cyber security	001-421.0000.62040	9,332.00
APMWB	Check	32	Substation rent	001-421.0000.62040	1,480.50
		31		001-421.0000.62040	1,480.50
T0030	T-Mobile USA				
APMWB VEN07714	Check Uniforms2gear, Inc	986172479 112123	PD Mobile devices	001-421.0000.65030	2,024.01
APMWB VEN14328	Electronic Funds Transf ZaccWorks	INV/2023/11/0737	Uniform pants - Owens	001-421.4000.72000	66.90
APMWB	Check	2023-1120B	Computer server maintenance	001-421.0000.66043	135.00
		2023-1120A	Monthly website maintenance	001-421.0000.66043	125.00
Dept 421 Total:					30,999.16

Dept: 423 Oasis
[VEN14365](#) Valiant Law

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			22-12586	VSU client Legal services	001-423.1153.68400	1,495.00
Dept 423 Total:							1,495.00
Dept: 424 Legal							
A510	AIC - Association of Id Cities						
APMWB	Check			200011021	AIC Dues	001-424.0000.62060	75.00
				200011019	AIC Conference	001-424.0000.64020	400.00
A600	Awards Etc.						
APMWB	Electronic Funds Transf			34908	Chris Gabbert Name Tag	001-424.0000.63060	11.25
				34813	Name Tags for WW and FH	001-424.0000.63060	20.00
VEN14907	Candy Maki						
APMWB	Check			112023	Mileage to/from Court	001-424.0000.64010	17.03
C220	Coleman Oil Co						
APMWB	Check			CP-0058247	Fuel Usage - November 2023	001-424.0000.64030	133.51
D09750	DeVries Info Management						
APMWB	Check			0173511	Shredding	001-424.0000.63060	55.00
P4835	ProPrint						
APMWB	Check			64431	Chris Gabbert Business Cards	001-424.0000.63060	31.00
VEN14845	Smith & Malek, PLLC						
APMWB	Check			47084	PF & CDA vs KC Treasury Matter	001-424.0000.62040	1,231.25
				47275	HWY 41 Borrow Pit Matter	001-424.0000.62040	5,184.80
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards						
APMWB	Check			1397 12.05.23	Idaho State Bar - Legal Dept Dues	001-424.0000.62060	2,550.00
				5159 11.14.23	Monday.com - Legal Civil Dept	001-424.0000.63790	735.48
VEN14541	Washington State Bar Association						
APMWB	Check			53216	WSB Dues	001-424.0000.62060	473.00
				53952		001-424.0000.62060	473.00
Dept 424 Total:							11,390.32
Dept: 427 Animal Control							
C220	Coleman Oil Co						
APMWB	Check			CP-0061855	PD Fuel expenses	001-427.0000.64030	241.94
R251	Serights Ace Hardware						
APMWB	Check			349280/1	Snow shovel for Animal Shelter	001-427.0000.68010	25.19
Dept 427 Total:							267.13
Dept: 431 Streets							
T096	3M						
APMWB	Check			9425946219	Black electrocut film	001-431.0000.63260	563.85
A497	Arrow Construction Supply, Inc						
APMWB	Check			390089	EZ Street patch mix	001-431.0000.68090	1,444.24
VEN13187	Checkr Inc						
APMWB	Electronic Funds Transf			1074175	Background Checks 11/2023	001-431.0000.62080	157.43
C220	Coleman Oil Co						
APMWB	Check			CP-0058247	Fuel Usage - November 2023	001-431.0000.64030	3,460.57
H070	Harbor Freight Tools						
APMWB	Check			1032689	Laser Thermometers	001-431.0000.67090	109.98
VEN01373	Intermountain Sign & Safety						
APMWB	Check			18007	Aluminum Blanks	001-431.0000.63260	96.00
V040	ODP Business Solutions						
APMWB	Check			343712894001	Office supplies-Streets	001-431.0000.63060	25.99
R251	Serights Ace Hardware						
APMWB	Check			349435/1	Clamps	001-431.0000.63260	22.08
				349727/1	Tension Clips	001-431.0000.63260	9.52
				349870/1	Solvent & tape	001-431.0000.63260	34.71
				349904/1	WD40	001-431.0000.63525	16.18
T090	Thorco, Inc.						
APMWB	Check			1795188	Repair of inoperable street lights	001-431.0000.62040	764.40
U140	UpScale Mail						
APMWB	Check			331993	Map Lamination	001-431.0000.63060	46.85
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards						

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3863 11.08.2023	Lowes - Dry Erase Chalk	001-431.0000.63260	29.94
		6941 11.21.2023b	Harbor Freight - Laser Thermometers	001-431.0000.67090	271.83
		6941 11.30.2023	Harbor Freight- Laser Thermometers	001-431.0000.67090	109.98
		6941 11.21.2023a	Harbor Freight - laser thermometers	001-431.0000.67090	109.98
VEN14310	US Fleet Tracking LLC				
APMWB	Check	457973	Monthly vehicle tracking	001-431.0000.66016	539.10
Dept 431 Total:					7,812.63
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	001-432.0000.64030	67.39
Dept 432 Total:					67.39
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	001-433.0000.64030	180.29
C320	Comfort Heating & Air, Inc.				
APMWB	Check	28678889	Post Falls Museum building new HVAC	001-433.0000.91000	29,947.00
N001	Napa Auto Parts				
APMWB	Check	260847	trailer hitch supplies	001-433.0000.66190	126.82
V040	ODP Business Solutions				
APMWB	Check	342086277001	Office Supplies-Maintenance	001-433.0000.63730	27.99
		342082698001		001-433.0000.63730	24.99
		342086274001		001-433.0000.63730	23.19
VEN14904	Rhino Lining of Coeur d'Alene LLC				
APMWB	Check	1312	Trailer lining	001-433.0000.90010	2,498.99
S0760	Seltice Laundry				
APMWB	Check	8/85	Laundry service	001-433.0000.63160	36.63
		8/87		001-433.0000.63160	25.58
		8/99		001-433.0000.63160	26.14
		8/78		001-433.0000.63160	32.85
		8/86		001-433.0000.63160	32.44
R251	Serights Ace Hardware				
APMWB	Check	349754-1	trailer chocks	001-433.0000.67030	30.70
		349799-1	Trailer chain	001-433.0000.67030	51.29
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	8716 11.7.23	Lowe's - Floor Scrubber Pads	001-433.0000.63150	186.00
		8716 11.1.23	Amazon - Party Supplies for Janet's 50th	001-433.0000.63730	24.99
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	512534	paper supplies CH and PD	001-433.0000.63140	510.73
		513511		001-433.0000.63140	385.43
		512535	cleaning supplies CH and PD	001-433.0000.63150	406.14
		510682	floor buffing pads CH and PD	001-433.0000.63150	140.28
Dept 433 Total:					34,718.47
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4175827604	Laundry & Rug Service	001-434.0000.63160	92.41
C220	Coleman Oil Co				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	001-434.0000.64030	237.69
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	1354	PF logo vehicle decals	001-434.0000.90010	500.00
VEN03826	FMI Equipment				
APMWB	Check	SPK-1008337	Clutch & Pulleys - P470	001-434.0000.63012	454.32
		SPK-1008224	Filters - P309	001-434.0000.63012	230.67
		SPK-1008335	Belt Cover - P472	001-434.0000.63012	99.89
		SPK-1008334	Mower Belts	001-434.0000.63012	73.40
		SPK-1008336	Beacon Switch - P309	001-434.0000.63012	19.63
		SPK-12072	P311 Avant 755l and attachments (replacme	001-434.0000.90010	83,565.00
F145	Freightliner Northwest- Spokane				
APMWB	Check	PC001600763 01	Door Jamb Switch - S210	001-434.0000.63011	14.22

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
G098	Grainger				
APMWB	Check	9874805824	Heater Box assembly for Smartwash	001-434.0000.67020	598.56
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5001353	N-Plug - UF103	001-434.0000.63012	37.04
		5001295	SL-N-Plug - UF103	001-434.0000.63012	40.84
VEN14707	Metro Express Carwash				
APMWB	Check	PMX CPF Nov 2023	Car Washes	001-434.0000.68014	110.00
N001	Napa Auto Parts				
APMWB	Check	3688-268460	solenoid - S215	001-434.0000.63011	67.82
		3688-267252	Air Filters - S122	001-434.0000.63011	127.67
		3688-268035	Control arm - P114	001-434.0000.63012	100.92
		3688-268762	Retainer - P477	001-434.0000.63012	5.43
		3688-265251	V-Belt purchased on inv# 3688-264086	001-434.0000.63012	-17.15
		3688-268011	Lamp - E118	001-434.0000.63013	5.10
		3688-267268	corrosion prevention grease	001-434.0000.67090	8.09
P180	Perfection Tire				
APMWB	Check	1066816	Alignment - P114	001-434.0000.67170	89.95
		1066517	Tire Swap - P110	001-434.0000.67190	38.58
R251	Serights Ace Hardware				
APMWB	Check	349454/1	Nuts Bolts Nails	001-434.0000.63011	15.24
				001-434.0000.63012	15.22
		349697/1	nails bolts nuts	001-434.0000.63012	0.93
		349454/1	Nuts Bolts Nails	001-434.0000.63013	15.22
		349513/1	Aluminum angle	001-434.0000.67090	33.29
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240089428-00	Plow Bolts	001-434.0000.63011	531.39
		240089434-00	Screw stock	001-434.0000.63011	127.33
				001-434.0000.63012	127.31
				001-434.0000.63013	127.31
T106	Titan Truck Equipment				
APMWB	Check	1360789	Mag System Pump - S219	001-434.0000.63011	814.02
		13607088	Mag System Pump - S220	001-434.0000.63011	812.69
		1357294	P133 Up-fit	001-434.0000.90010	3,137.37
VEN14657	Trailerboss				
APMWB	Check	252864	P619 MaxxD DJX dump trailer	001-434.0000.90010	16,683.00
		252863	P618 MaxxD DJX dump trailer	001-434.0000.90010	16,683.00
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	2033 11.14.23B	Amazon.com Forged snatch block, Key tags	001-434.0000.63011	170.72
		2033 11.14.23A	Amazon.com P600975 air filter	001-434.0000.63012	37.57
W180	Western States Equipment				
APMWB	Check	IN002613083	LED lights - S003	001-434.0000.63011	1,378.43
Dept 434 Total:					127,210.12
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	001-441.0000.64030	506.78
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	4488 11.08.23E	Amazon- UF supplies and tools	001-441.0000.64020	81.80
		4488 11.07.23B	Amazon - UF Pruner spring	001-441.0000.67090	9.40
		4488 11.08.23D	Amazon - UF 18V Battery 2pk	001-441.0000.67090	129.99
		4488 11.18.23	Amazon - Return on Pruner Spring	001-441.0000.67090	-9.63
		4488 11.07.23A	Amazon - Pruner Spring	001-441.0000.67090	9.63
		4488 11.07.23C	Amazon - UF Pruning Saw	001-441.0000.67090	26.69
		4488 11.16.23	Amazon - Pruner Spring	001-441.0000.67090	29.05
		4488 11.07.23	Amazon - Pruning Sheers	001-441.0000.67090	66.69
		4488 11.07.23D	Amazon - UF Saw Blades	001-441.0000.67090	100.00
		4488 11.08.23E	Amazon- UF supplies and tools	001-441.0000.67090	49.98
Dept 441 Total:					1,000.38
Dept: 442 Cemetery					
VEN14799	Arvig Media				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB C220	Check Coleman Oil Co	30925361123	ad	001-442.0000.62040	110.18
APMWB G095	Check Grace Tree Service	CP-0058247	Fuel Usage - November 2023	001-442.0000.64030	155.46
APMWB VEN07745	Check Memorial Monuments & Vaults Inc	11685	Tree Removal for Cemetery Fence	001-442.0000.62040	3,480.00
APMWB R251	Check Serights Ace Hardware	115942	November Memorial	001-442.0000.63760	1,451.00
APMWB	Check	349344/1	batteries	001-442.0000.63060	27.88
Dept 442 Total:					5,224.52

Dept: 443 Parks

A549	A to Z Rentals				
APMWB A228	Check A-L Compressed Gases, Inc.	550328-6	Compressor Rental for Blow-outs	001-443.0000.67070	145.60
APMWB A365	Check American On-Site Services	0003026471	Acetylene for Welder	001-443.0000.64030	8.79
APMWB	Check	I7141	White Pine Portable	001-443.0000.65050	78.00
		I7135	Black Bay Portable	001-443.0000.65050	78.00
		I7143	Q'emiln Park Portables	001-443.0000.65050	366.00
		I7136	Falls Park Portable	001-443.0000.65050	228.00
		I7138	Corbin Portables	001-443.0000.65050	183.00
		I7144	Skate Park Portable	001-443.0000.65050	105.00
		I7137	Kiwanis Park Portable	001-443.0000.65050	105.00
		I7139	Crown Pointe Portable	001-443.0000.65050	78.00
		I7117	4th St. Trailhead Portable	001-443.0000.65050	105.00
A017	A-Tec, Inc.				
APMWB VEN07913	Check CANNON HILL	6131	Parks Gate Service	001-443.0000.62180	155.00
APMWB C180	Check Central Pre Mix Concrete	37967	Wood Waste Pick-up	001-443.0000.65050	525.00
APMWB C220	Check Coleman Oil Co	3713731	Cinderblocks for Winterfest Fires	001-443.0000.63080	88.00
APMWB C410	Check Country Lock & Key, Inc.	CP-0058247	Fuel Usage - November 2023	001-443.0000.64030	2,626.18
APMWB F020	Electronic Funds Transf Fastenal Company	12521	Keys for Cecil House	001-443.0000.67030	5.98
APMWB	Check	IDCOE191438	Winter Safety Gloves	001-443.0000.63110	51.98
		IDCOE191246	Hardware for Stock	001-443.0000.67030	23.32
VEN03826	FMI Equipment				
APMWB H002	Check H & E Equipment Services Inc	SPK-12069	P310 Avant 760 and attachments (New)	001-443.0000.90010	99,602.24
APMWB H1957	Check Horizon	99016130	Air Compressor for Blow-outs	001-443.0000.67070	2,321.07
APMWB	Electronic Funds Transf	2S201723	Small Equipment Oil	001-443.0000.66190	104.94
		2S201717	2 Cycle Oil for Equipment	001-443.0000.66190	35.94
L109	Lowe's Credit Services				
APMWB	Check	17113	Hardware for Warehouse	001-443.0000.67030	317.11
		45383	Tax Correction	001-443.0000.67030	-17.95
		78932	OSB Sheathing for Shop	001-443.0000.68160	232.95
		75618	Lumber for Office Door	001-443.0000.68160	161.74
R060	Ragan Equipment Co.				
APMWB	Check	01-137329	Small Equipment Parts	001-443.0000.66190	89.50
		01-136761	Equipment Parts	001-443.0000.66190	21.48
R1691	River City Paint & Decorating				
APMWB	Check	55031	Paint Supplies	001-443.0000.68160	4.37
		55116	Paint for Chase	001-443.0000.68160	47.99
		55125	Lean-to trim paint	001-443.0000.94180	58.99
S0760	Seltice Laundry				
APMWB R251	Check Serights Ace Hardware	889	Car Washing	001-443.0000.63150	20.01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			349623/1	Items for Winterfest	001-443.0000.63080	28.77
				349640/1	Safety Gear	001-443.0000.63110	103.75
				349773/1	Cleaning Supplies for tent	001-443.0000.63150	17.54
				349733/1	Cleaning Supplies	001-443.0000.63150	35.08
				349387/1	Small Equipment Parts	001-443.0000.66190	18.88
				349843/1	Hardware for Shop	001-443.0000.67030	36.49
				349635/1	Tool Bit Return	001-443.0000.67090	-44.94
				349792/1	Painting Supplies	001-443.0000.68160	36.67
A565	SiteOne Landscape Supply, LLC						
APMWB	Check			137013663-001	Cap for Irrigation	001-443.0000.68230	4.71
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards						
APMWB	Check			8716 11.9.23	Amazon - 3M Laminate Refills	001-443.0000.63060	153.98
				8716 11.9.23B	Amazon - 3M Laminate Refills & Sharpie Per	001-443.0000.63060	96.42
				8716 11.16.23	Amazon - Otter Box Tablet Case & Whiteboa	001-443.0000.63060	39.91
				4488 11.13.23	Amazon - Winterfest Snowflake Lights	001-443.0000.63080	49.98
				4488 12.01.23	Amazon - Winterfest Light timers	001-443.0000.63080	78.80
				4488 11.08.23E	Amazon- UF supplies and tools	001-443.0000.63260	35.97
				7224 12.04.23	WSU - Pesticide Classes for Daniel	001-443.0000.64020	120.00
				4488 08.04.23	Amazon - Part for Flail Mower	001-443.0000.66190	135.17
				4488 11.06.23	Amazon - Blower for Trailhead	001-443.0000.67020	329.00
				4488 11.20.23	Amazon - Radio Equipment	001-443.0000.67020	379.73
				4488 11.29.23	Amazon - Snow Poles	001-443.0000.67030	129.98
				4488 11.15.23B	Amazon - Snow Poles	001-443.0000.67030	169.98
				4488 11.08.23C	Amazon - Case for Wall-E	001-443.0000.67030	8.98
				4488 11.09.23	Amazon - Return on Tablet Cases	001-443.0000.67030	-32.73
				4503 12.04.23	Trademark Hardware - Door Closer for Depo	001-443.0000.67050	72.64
				4488 11.07.23E	Amazon - UF Tools	001-443.0000.67090	170.81
				4488 08.11.23	Color Blends - Tulips for all parks	001-443.0000.68210	759.00
				4488 11.08.23	Home Depot - Water Feature Rock Cover fo	001-443.0000.68230	430.07
				4488 11.15.23	Amazon - Rain Pants for Heidi	001-443.4000.72000	139.99
Dept 443 Total:							111,460.86
Dept: 444 Parks - Construction							
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards						
APMWB	Check			4503 11.27.23	Badger - Screws for East Lean-to	001-444.0000.94180	89.04
Z026	Ziegler Lumber Co #017						
APMWB	Check			599563	East Lean-to	001-444.0000.94180	73.99
Dept 444 Total:							163.03
Dept: 445 Recreation							
A600	Awards Etc.						
APMWB	Electronic Funds Transf			34886	Name plates-Cody Dehn and Jason Wiley	001-445.0000.63060	24.00
VEN13187	Checkr Inc						
APMWB	Electronic Funds Transf			1074175	Background Checks 11/2023	001-445.0000.62080	101.22
C220	Coleman Oil Co						
APMWB	Check			CP-0058247	Fuel Usage - November 2023	001-445.0000.64030	71.40
VEN14261	The JACC						
APMWB	Check			11.29.23	Contractual November Payment	001-445.0000.62040	229.00
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards						
APMWB	Check			9987 11.27.23b	Walmart-WF Claus Kitchen & Claus' card	001-445.0000.63060	3.88
				0153 11.08.23	Family Dollar-Playgroup supplies	001-445.0000.63080	3.00
				7316 11.19.23	Super One Foods-- Ref VB Tournament	001-445.0000.63080	21.57
				7316 11.28.23	Walmart-Holly Jolly Suplies	001-445.0000.63080	105.10
				0153 11.17.23	NY Pizza Dept- Gift Certs for Dodgeball Tour	001-445.0000.63120	150.00
				7316 11.16.23	Saturday Night Inc--VB Tournament shirts	001-445.0000.63430	111.04
				8716 12.1.23	Costco - 2 Sports Wagons	001-445.0000.67030	188.66
Dept 445 Total:							1,008.87
Dept: 451 Planning & Zoning							
C291	Coeur d' Alene Press						
APMWB	Check			0000016909-11212	(PHN Publication - The Post PUD-23-1/SUBI	001-451.0000.62000	249.76

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR305687	Contract Charges for G736M660937-HR Co	001-451.1901.66140	17.51
		AR305686	Contract Charges for V9735700465 Finance	001-451.1901.66140	15.33
Dept 451 Total:					282.60
Dept: 452 Building Inspector					
C220	Coleman Oil Co				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	001-452.0000.64030	450.85
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR305686	Contract Charges for V9735700465 Finance	001-452.1901.66140	15.33
		AR305687	Contract Charges for G736M660937-HR Co	001-452.1901.66140	17.50
VEN02035	Staples, Inc				
APMWB	Check	3553307614	Office Supplies- Building	001-452.0000.63060	75.49
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	8600 11.27.23	IDABO - membership dues for building divis	001-452.0000.62060	670.00
		8716 11.9.23A	Amazon - Notary Record Book & Penel Pens	001-452.0000.63060	23.47
		8600 11/22/23	Permit Tech Nation - webinar training	001-452.0000.64020	200.00
Dept 452 Total:					1,452.64
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	001-453.0000.64030	575.22
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR305686	Contract Charges for V9735700465 Finance	001-453.1901.66140	15.32
		AR305687	Contract Charges for G736M660937-HR Co	001-453.1901.66140	17.51
P4835	ProPrint				
APMWB	Check	Inv #64414	Inv #64414	001-453.0000.63060	186.00
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	5222 11.28.23	BNP Media - Engin. News Record Members	001-453.0000.62133	149.99
Dept 453 Total:					944.04
Dept: 454 Community Development Admin					
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	8716 11.7.23B	Amazon - Sharpie S Gel Pens	001-454.0000.63060	13.98
Dept 454 Total:					13.98
Dept: 481 Capital Improvements/Contracts					
VEN12372	Bernardo/Wills Architects, PC				
APMWB	Check	24137	Bernardo City Hall Remodel Invoice October	001-481.0000.62040	12,005.00
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	4488 11.08.23	Home Depot - Water Feature Rock Cover fo	001-481.0000.68395	160.00
Dept 481 Total:					12,165.00
Fund 001 Total:					357,193.13
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN14039	OneBridge				
APMWB	Check	2201	FSA 2024 Annual Fee	003-482.4155.71210	750.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00200343	November Cobra Letters	003-482.0000.62160	25.00
VEN05893	Rotary Club of Post Falls				
APMWB	Check	3963710	Membership Dues	003-482.0000.64020	1,250.00
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	3736 11.08.2023	WalMart - food for benefits fair	003-482.0000.73020	55.67
		8716 11.1.23	Amazon - Party Supplies for Janet's 50th	003-482.0000.73020	61.83
		3736 11.07.2023	Chef's Store - food for benefits fair	003-482.0000.73020	179.69
		8716 12.1.23A	Costco - Apex Electric Rising Desk- B.Seale	003-482.4000.73000	211.99
		8716 11.7.23A	Amazon - Treadmill Lubrican & Battery Repa	003-482.4000.73000	19.98
Dept 425 Total:					2,554.16

Fund 003 Total: 2,554.16

Packet: APPKT11999 - Check Run 12.20.23

Check Date: 12/13/2023

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Fund: 007 - DRUG SEIZURE PROGRAM

Dept: 425 Drug Seizure Program

VEN14838	Alabama Canine Law Enforcement Officer's Training Center, Inc	APMWB	Check	2023191	K9 Loki starter equipment	007-425.0000.67020	693.00
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Dept 425 Total: 693.00**Fund 007 Total: 693.00****Fund: 023 - SPECIAL EVENTS**

Dept: 446 Special Events

VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards	APMWB	Check	0153 11.27.23	Walmart- Winterfest Craft Booth Supplies	023-446.1603.63000	8.62
				9987 11.27.23	Walmart - Gift Card for Santa & Mrs. Claus	023-446.1603.63000	50.00
				9987 11.27.23b	Walmart-WF Claus Kitchen & Claus' card	023-446.1603.63000	107.97
				9987 11.28.23	Little Caesars Pizza--Winterfest	023-446.1603.63000	172.44
				0153 11.21.23	Oriental Trading Company- WinterFest Craft	023-446.1603.63000	272.13
				4488 11.08.23B	Christmas Lights Etc. - Christmas Lights	023-446.1603.63000	455.17
				9987 11.28.23b	Walmart--Winter Fest	023-446.1603.63000	72.32

Dept 446 Total: 1,138.65**Fund 023 Total: 1,138.65****Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES**

Dept: 428 Kootenai Fire/EMS Impact Fees

VEN14739	Kootenai County Emergency Medical Services System	APMWB	Electronic Funds Transfr	November 2023	November 2023	034-428.0000.33117	-210.00
						034-428.0000.62040	4,032.49
VEN06795	Kootenai County Fire & Rescue	APMWB	Electronic Funds Transfr	November 2023	November 2023	034-428.0000.33117	-420.00
						034-428.0000.62040	36,189.20

Dept 428 Total: 39,591.69**Fund 034 Total: 39,591.69****Fund: 037 - STREETS IMPACT FEES**

Dept: 431 Streets

VEN07815	LaRiviere, Inc	APMWB	Check	Pay App #14	Pay App #14 - Spokane & Prairie	037-431.0000.95200	178,480.49
W090	Welch Comer & Associates, Inc.	APMWB	Electronic Funds Transfr	Inv #41354090-020	Inv #41354090-020 Chase Rd BNSF Rr-Xir	037-431.0000.95136	5,449.88
				Inv #41354090-021	Inv #41354090-021 Chase BNSF RR-Xing F037-431.0000.95136		9,433.38

Dept 431 Total: 193,363.75**Fund 037 Total: 193,363.75****Fund: 650 - RECLAIMED WATER OPERATING**

Dept: 463 Wastewater Operating

A090	Accurate Testing Labs LLC	APMWB	Check	135252	Comp Influent & Effluent	650-463.0000.68360	810.00
				135072	Biosolids Composite	650-463.0000.68360	660.00
A1395	Advanced Compressor & Hose Inc	APMWB	Check	94086	HYD ADP. #4 MORB-1/4 FPT	650-463.0000.63400	14.92
				94054	GAUGE 21/2' GLY 1/4 1000	650-463.0000.68025	83.79
A228	A-L Compressed Gases, Inc.	APMWB	Check	0002128648	Service Charges on Past Due Invoice	650-463.0000.68025	2.00
				0003026546	High Pressure	650-463.0000.68025	8.79
VEN03129	Barr Tech LLC	APMWB	Check	9317	Bio Soilids Disposal Nov 2023 21 Loads	650-463.0000.62150	48,690.61
C220	Coleman Oil Co						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	650-463.0000.65005	395.80
		INV-154420	Dyed ULSD2 Fuel for Treatment Plant	650-463.0000.67221	831.99
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011665285.001	Weld PVC Pipe, Cap,	650-463.0000.68025	225.01
		S011665285.002	3" 2-Hole Pipe Strap	650-463.0000.68025	6.24
VEN03982	Dally Environmental LLC				
APMWB	Electronic Funds Transf	2741	Avista Contract R-39492 Stakeholder Oct1st	650-463.0000.62040	168.37
VEN14791	Eurofins Enviroment Testing Northern California, LLC				
APMWB	Electronic Funds Transf	3200129055	Surface Water PCB Samples - Post Falls Po	650-463.0000.68360	1,266.67
F030	FedEx				
APMWB	Check	9-622-74916	Late Fee on Inv# 8-283-56809	650-463.0000.68360	12.87
G098	Grainger				
APMWB	Check	9913034758	O-Ring	650-463.0000.68025	3.66
		9912948669	GP MOTOR,1 HP,1,745 RPM	650-463.0000.68025	393.19
N001	Napa Auto Parts				
APMWB	Check	3688-267099	Sorbent Fluid Spill Recovery, Absorbent Mat	650-463.0000.68025	412.76
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5174102	Electrode Storage Solution, 1 L	650-463.0000.63400	106.16
		5174156	Detergent, EXTRAN AP-12 Alkaline	650-463.0000.63400	103.87
		5174294	Phosphorus, Total, Test 'N Tube, Buffer Solu	650-463.0000.63400	716.99
		5173996	Tubing Silicone Pump 0.375X0.625IN	650-463.0000.63400	268.67
		5174321	Buffer Capsules pH 7.0, 5/cs	650-463.0000.63400	-89.10
		5174127	Cylinder Graduated CI B To Deliver 50 MI, B	650-463.0000.63400	284.37
V040	ODP Business Solutions				
APMWB	Check	338665224001	Office supplies-Water/WW	650-463.0000.63060	22.64
		340576876001	Office Supplies-Wastewater	650-463.0000.63060	31.98
		344197004001	Office Supplies-Water/WW	650-463.0000.63060	24.44
		340579534001	Office Supplies-Wastewater	650-463.0000.63060	31.98
		344198333001	Office Supplies-Water/WW	650-463.0000.63060	25.99
		340576876001	Office Supplies-Wastewater	650-463.0000.63060	47.97
VEN14559	One Call Concepts, Inc				
APMWB	Check	3115023	Locate Tickets Water & WW	650-463.0000.62320	252.43
P125	Paramount Supply Company				
APMWB	Check	803597	Flange & Rubber Gasket	650-463.0000.68025	44.18
		813960	3" Titan Flow Basket Strainer & Spacer	650-463.0000.68025	904.93
		808339	Titan Strainer	650-463.0000.68025	302.45
R251	Serights Ace Hardware				
APMWB	Check	349822/1	Torch Kit	650-463.0000.67090	67.49
		349549/1	Shop & Plant Supplies	650-463.0000.68010	176.61
		349529/1	Garbage Cans & Snow Shovel	650-463.0000.68010	186.24
		349514/1	Windex & Squeegee	650-463.0000.68025	19.75
		349495/1	Dish Brush & Sponge	650-463.0000.68025	7.09
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	7372 11.08.2023	Spokane International Airport Parking- Aaror	650-463.0000.64010	32.00
		7372 11.8.2023	Heathman Lodge - Aaron B 11/05-11/07	650-463.0000.64010	563.10
U145	USABlue Book				
APMWB	Check	INV00191175	pH Sensor, Modular Dipper	650-463.0000.63400	1,244.23
Dept 463 Total:					59,363.13
Dept: 466 Wastewater - Collections					
A497	Arrow Construction Supply, Inc				
APMWB	Check	390301	Green Paint, Spring Clips & Handles	650-466.0000.63330	118.03
C220	Coleman Oil Co				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	650-466.0000.65005	1,453.74
N001	Napa Auto Parts				
APMWB	Check	3688-267263	Washer Fluid & Wiper Blades	650-466.0000.67170	17.97
VEN05363	North 40 Outfitters				
APMWB	Check	44837/E	Anchor for Ponderosa LS	650-466.0000.63006	39.99
R251	Serights Ace Hardware				
APMWB	Check	349532/1	Chain Coil, Rivet & Jigsaw Blade/ Ponderos	650-466.0000.63006	18.63
		349484/1	LANTERN BATTERY ALKN 6V	650-466.0000.63330	25.18

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			349747/1	Cable Lighting for Locates	650-466.0000.63330	14.39
				349478/1	CM Hose 1-1/4, Fine Point Marker	650-466.0000.67090	27.21
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards						
APMWB	Check			8716 11.7.23A	Amazon - Treadmill Lubrican & Battery Repa	650-466.0000.67090	15.96
Dept 466 Total:							1,731.10
Dept: 468 Wastewater - Surface Water							
C220	Coleman Oil Co						
APMWB	Check			CP-0058247	Fuel Usage - November 2023	650-468.0000.65005	479.73
G098	Grainger						
APMWB	Check			9917495179	Absorbent Sock 4 ft	650-468.0000.68380	166.90
Dept 468 Total:							646.63
Fund 650 Total:							61,740.86
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP							
Dept: 463 Wastewater Operating							
D070	Dell Marketing LP						
APMWB	Check			10718556513	WRF Ignition Perspective client machine	651-463.3213.90015	1,546.71
P050	Panhandle Area Council						
APMWB	Check			43-PFLM	Tertiary Upgrade PAC Invoice November 20	651-463.3213.90015	1,871.00
VEN14291	Sletten Construction Company						
APMWB	Electronic Funds Transf			Sletten Pay App #36	Tertiary Upgrade Sletten Pay App #36	651-463.3213.90015	2,915,418.95
Dept 463 Total:							2,918,836.66
Fund 651 Total:							2,918,836.66
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR							
Dept: 463 Wastewater Operating							
VEN14614	Strider Construction Co, Inc						
APMWB	Electronic Funds Transf			Bentley Pay App #4	Bentley Pay App #4 Strider November 2023	652-463.3230.95520	381,758.44
Dept 463 Total:							381,758.44
Fund 652 Total:							381,758.44
Fund: 700 - SANITATION							
Dept: 461 Sanitation							
VEN07913	CANNON HILL						
APMWB	Check			37963	Wood Waste	700-461.0000.65050	110.00
C2150	City of Spokane						
APMWB	Check			111897300 112823	Drug burn	700-461.0000.65050	108.34
VEN04268	Coeur d'Alene Garbage Service						
APMWB	Check			2223667	Dumpsters at Q'emiln	700-461.0000.65050	291.15
K100	Kootenai County Solid Waste						
APMWB	Check			09-07219	Fall Clean-up	700-461.0000.65050	7.80
				09-07379		700-461.0000.65050	40.30
				09-07173		700-461.0000.65050	29.90
				09-06881		700-461.0000.65050	33.80
				09-06657		700-461.0000.65050	31.20
				09-07010		700-461.0000.65050	36.40
				09-06786		700-461.0000.65050	31.20
				09-06949		700-461.0000.65050	41.60
				09-06701		700-461.0000.65050	33.80
Dept 461 Total:							795.49
Fund 700 Total:							795.49
Fund: 750 - WATER OPERATING							
Dept: 462 Water Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			135242	Haloacetic Acids & Trihalomethanes Testing	750-462.0000.68360	1,700.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	135558	Coliform Rresence/Absence	750-462.0000.68360	30.00
VEN14124	Badger Meter, Inc.				
APMWB	Check	80144696	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	55.38
C1161	CDA Garbage				
APMWB	Electronic Funds Transfr	2222853	Recycle Bin	750-462.0000.65050	30.50
C220	Coleman Oil Co				
APMWB	Check	CP-0058247	Fuel Usage - November 2023	750-462.0000.64030	1,479.46
C3814	Co-op Supply. INC.				
APMWB	Check	328106	Alcohol -Water Sample Supplies for Testing	750-462.0000.68360	131.96
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0168137	Well House 4 Replacement Oct 1st-28th	750-462.3227.95550	4,458.00
N001	Napa Auto Parts				
APMWB	Check	3688-267474	Water Shop Supplies	750-462.0000.63280	15.39
		258576	Snap Ring Plier Sets & Wipes	750-462.0000.63280	104.79
		3688-268301	Wiper Blades Truck W-119	750-462.0000.67170	38.98
V040	ODP Business Solutions				
APMWB	Check	344197004001	Office Supplies-Water/WW	750-462.0000.63060	12.96
		338665224001	Office supplies-Water/WW	750-462.0000.63060	55.01
VEN14559	One Call Concepts, Inc				
APMWB	Check	3115023	Locate Tickets Water & WW	750-462.0000.62320	252.42
VEN10028	Shannon Industrial Contractors, Inc				
APMWB	Check	1370	Demo existing ATS & install new one	750-462.0000.95545	3,000.00
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240089462-00	Shop Supplies	750-462.0000.63280	103.02
VEN14670	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	8716 11.01.23B	Amazon - USB A to USB B Cable	750-462.0000.63060	9.14
		2994.11.27.2023	Maintainx Premium -Water WO Support 11/27	750-462.0000.66012	59.00
		2994.11.25.23	Apple.com -iCloud Storage	750-462.0000.66012	0.99
Dept 462 Total:					11,537.00
Fund 750 Total:					11,537.00
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0168118	Well House 11 JUB Invoice October 2023	753-462.3224.95550	5,067.78
T005	TML Construction, Inc.				
APMWB	Check	Well House 11 Pay	Well House 11 TML Pay App #10 November	753-462.3224.95550	301,089.67
Dept 462 Total:					306,157.45
Fund 753 Total:					306,157.45
Report Total:					4,275,360.28



Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.62040	2,916.66
	001-411.0000.64010	1,237.34
	001-411.0000.66050	14.69
	001-412.0000.63060	239.99
	001-412.0000.63070	23.16
	001-412.0000.66030	97.29
	001-412.0000.66040	196.74
	001-412.0000.80010	187.38
	001-413.0000.63810	73.95
	001-413.0000.64010	749.45
	001-413.0000.66050	19.57
	001-414.0000.62060	20.00
	001-414.0000.63050	186.00
	001-414.0000.63060	42.84
	001-414.0000.64020	25.00
	001-415.0000.62000	254.81
	001-415.0000.62060	20.00
	001-415.0000.66050	9.79
	001-418.0000.63060	186.07
	001-418.0000.64020	149.00
	001-418.0000.66050	19.58
	001-418.0000.80010	1,622.68
	001-418.4000.72070	1,225.00
	001-421.0000.62040	12,768.00
	001-421.0000.62370	100.00
	001-421.0000.63060	216.40
	001-421.0000.63130	14.81
	001-421.0000.63210	1,038.21
	001-421.0000.63590	1,490.11
	001-421.0000.64030	4,635.12
	001-421.0000.65021	498.28
	001-421.0000.65030	4,076.23
	001-421.0000.66042	528.69
	001-421.0000.66043	260.00
	001-421.0000.67020	245.55
	001-421.0000.67090	392.25
	001-421.0000.67100	2,583.87
	001-421.0000.67170	469.62
	001-421.0000.68010	442.50
	001-421.4000.72000	1,239.52
	001-423.1153.68400	1,495.00
	001-424.0000.62040	6,416.05
	001-424.0000.62060	3,571.00
	001-424.0000.63060	117.25
	001-424.0000.63790	735.48
	001-424.0000.64010	17.03
	001-424.0000.64020	400.00
	001-424.0000.64030	133.51
	001-427.0000.64030	241.94
	001-427.0000.68010	25.19
	001-431.0000.62040	764.40
	001-431.0000.62080	157.43
	001-431.0000.63060	72.84
	001-431.0000.63260	756.10
	001-431.0000.63525	16.18
	001-431.0000.64030	3,460.57

001-431.0000.66016	539.10
001-431.0000.67090	601.77
001-431.0000.68090	1,444.24
001-432.0000.64030	67.39
001-433.0000.63140	896.16
001-433.0000.63150	732.42
001-433.0000.63160	153.64
001-433.0000.63730	101.16
001-433.0000.64030	180.29
001-433.0000.66190	126.82
001-433.0000.67030	81.99
001-433.0000.90010	2,498.99
001-433.0000.91000	29,947.00
001-434.0000.63011	4,059.53
001-434.0000.63012	1,226.02
001-434.0000.63013	147.63
001-434.0000.63160	92.41
001-434.0000.64030	237.69
001-434.0000.67020	598.56
001-434.0000.67090	41.38
001-434.0000.67170	89.95
001-434.0000.67190	38.58
001-434.0000.68014	110.00
001-434.0000.90010	120,568.37
001-441.0000.64020	81.80
001-441.0000.64030	506.78
001-441.0000.67090	411.80
001-442.0000.62040	3,590.18
001-442.0000.63060	27.88
001-442.0000.63760	1,451.00
001-442.0000.64030	155.46
001-443.0000.62180	155.00
001-443.0000.63060	290.31
001-443.0000.63080	245.55
001-443.0000.63110	155.73
001-443.0000.63150	72.63
001-443.0000.63260	35.97
001-443.0000.64020	120.00
001-443.0000.64030	2,634.97
001-443.0000.65050	1,851.00
001-443.0000.66190	405.91
001-443.0000.67020	708.73
001-443.0000.67030	641.16
001-443.0000.67050	72.64
001-443.0000.67070	2,466.67
001-443.0000.67090	125.87
001-443.0000.68160	483.72
001-443.0000.68210	759.00
001-443.0000.68230	434.78
001-443.0000.90010	99,602.24
001-443.0000.94180	58.99
001-443.4000.72000	139.99
001-444.0000.94180	163.03
001-445.0000.62040	229.00
001-445.0000.62080	101.22
001-445.0000.63060	27.88
001-445.0000.63080	129.67
001-445.0000.63120	150.00
001-445.0000.63430	111.04
001-445.0000.64030	71.40
001-445.0000.67030	188.66
001-451.0000.62000	249.76
001-451.1901.66140	32.84
001-452.0000.62060	670.00
001-452.0000.63060	98.96
001-452.0000.64020	200.00

	001-452.0000.64030	450.85
	001-452.1901.66140	32.83
	001-453.0000.62133	149.99
	001-453.0000.63060	186.00
	001-453.0000.64030	575.22
	001-453.1901.66140	32.83
	001-454.0000.63060	13.98
	001-481.0000.62040	12,005.00
	001-481.0000.68395	160.00
	Fund 001 Total:	357,193.13
003 - PERSONNEL BENEFIT POOL		
	003-482.0000.62160	25.00
	003-482.0000.64020	1,250.00
	003-482.0000.73020	297.19
	003-482.4000.73000	231.97
	003-482.4155.71210	750.00
	Fund 003 Total:	2,554.16
007 - DRUG SEIZURE PROGRAM		
	007-425.0000.67020	693.00
	Fund 007 Total:	693.00
023 - SPECIAL EVENTS		
	023-446.1603.63000	1,138.65
	Fund 023 Total:	1,138.65
034 - KOOTENAI FIRE/EMS IMPACT FEES		
	034-428.0000.33117	-630.00
	034-428.0000.62040	40,221.69
	Fund 034 Total:	39,591.69
037 - STREETS IMPACT FEES		
	037-431.0000.95136	14,883.26
	037-431.0000.95200	178,480.49
	Fund 037 Total:	193,363.75
650 - RECLAIMED WATER OPERATING		
	650-463.0000.62040	168.37
	650-463.0000.62150	48,690.61
	650-463.0000.62320	252.43
	650-463.0000.63060	185.00
	650-463.0000.63400	2,650.11
	650-463.0000.64010	595.10
	650-463.0000.65005	395.80
	650-463.0000.67090	67.49
	650-463.0000.67221	831.99
	650-463.0000.68010	362.85
	650-463.0000.68025	2,413.84
	650-463.0000.68360	2,749.54
	650-466.0000.63006	58.62
	650-466.0000.63330	157.60
	650-466.0000.65005	1,453.74
	650-466.0000.67090	43.17
	650-466.0000.67170	17.97
	650-468.0000.65005	479.73
	650-468.0000.68380	166.90
	Fund 650 Total:	61,740.86
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3213.90015	2,918,836.66
	Fund 651 Total:	2,918,836.66
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3230.95520	381,758.44
	Fund 652 Total:	381,758.44
700 - SANITATION		
	700-461.0000.65050	795.49
	Fund 700 Total:	795.49
750 - WATER OPERATING		
	750-462.0000.62320	252.42
	750-462.0000.63060	77.11
	750-462.0000.63280	223.20
	750-462.0000.64030	1,479.46

	750-462.0000.65050	30.50
	750-462.0000.66012	115.37
	750-462.0000.67170	38.98
	750-462.0000.68360	1,861.96
	750-462.0000.95545	3,000.00
	750-462.3227.95550	4,458.00
	Fund 750 Total:	11,537.00
753 - WATER CAPITAL		
	753-462.3224.95550	306,157.45
	Fund 753 Total:	306,157.45
	Report Total:	4,275,360.28

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK F

11/30/2023	\$3.06	94665 AT&T Long Distance	Pay Before Due Date
11/30/2023	\$53.33	94666 AVISTA Utilities	Pay Before Due Date
11/30/2023	\$4,904.35	94667 Kootenai County Solid Waste	Pay Before Due Date
11/30/2023	\$33.54	94668 Kootenai Electric	Pay Before Due Date
11/30/2023	\$725.61	94669 Ricoh USA Inc.	Pay Before Due Date
11/30/2023	\$149.98	94670 Spectrum	Pay Before Due Date
11/30/2023	\$16.94	94671 Spectrum	Pay Before Due Date
11/30/2023	\$504.53	94672 Verizon	Pay Before Due Date
11/30/2023	\$132.86	94673 Ziply Fiber	Pay Before Due Date
11/30/2023	\$71.67	94674 Ziply Fiber	Pay Before Due Date
11/30/2023	\$1.46	94675 Ziply Fiber	Pay Before Due Date
12/11/2023	\$49.69	94689 AT&T Long Distance	Pay Before Due Date
12/11/2023	\$10.60	94690 AT&T Mobiltiy	Pay Before Due Date
12/11/2023	\$656.60	94691 AT&T Mobiltiy	Pay Before Due Date
12/11/2023	\$541.52	94692 AT&T Mobiltiy	Pay Before Due Date
12/11/2023	\$4,604.88	94693 Avista Utilities	Pay Before Due Date
12/11/2023	\$544.00	94694 Ross Point Water	Pay Before Due Date
12/11/2023	\$170.22	94695 Verizon Wireless	Pay Before Due Date
12/11/2023	\$120.03	94696 Verizon Wireless	Pay Before Due Date
12/11/2023	\$80.02	94697 Verizon Wireless	Pay Before Due Date
12/11/2023	\$120.03	94698 Verizon Wireless	Pay Before Due Date
12/11/2023	\$230.19	94699 Verizon Wireless	Pay Before Due Date
12/11/2023	\$463.35	94700 Verizon Wireless	Pay Before Due Date
12/11/2023	\$57.10	94701 Ziply Fiber	Pay Before Due Date
12/12/2023	\$315.00	94702 Mint Condition Auto Detailing	Past Due
12/12/2023	\$122.00	94703 Ziply Fiber	Pay Before Due Date
12/12/2023	\$122.00	94704 Ziply Fiber	Pay Before Due Date
12/12/2023	\$71.88	94705 Ziply Fiber	Pay Before Due Date
12/12/2023	\$122.00	94706 Ziply Fiber	Pay Before Due Date
12/12/2023	\$1,326.88	94707 Ziply Fiber	Pay Before Due Date
12/12/2023	\$50.04	94708 Ziply Fiber	Pay Before Due Date
12/12/2023	\$122.00	94709 Ziply Fiber	Pay Before Due Date
12/12/2023	\$122.00	94710 Ziply Fiber	Pay Before Due Date
12/12/2023	\$122.00	94711 Ziply Fiber	Pay Before Due Date
12/12/2023	\$675.00	94712 Ziply Fiber	Pay Before Due Date
12/12/2023	\$122.00	94713 Ziply Fiber	Pay Before Due Date
12/12/2023	\$122.00	94714 Ziply Fiber	Pay Before Due Date
12/12/2023	\$87.60	94715 Ziply Fiber	Pay Before Due Date
12/12/2023	\$122.00	94716 Ziply Fiber	Pay Before Due Date
12/12/2023	\$295.18	94717 Ziply Fiber	Pay Before Due Date
12/13/2023	\$35,575.58	94823 Kootenai Electric	Pay Before Due Date
	\$53,740.72		

RUN 12.20.23

001-431.0000.65030

Various

Various

001-443.0000.65021

Various

001-442.0000.65030

001-417.0000.63080

Various

650-463.0000.65030

650-463.0000.65030

001-445.0000.65030

001-445.0000.65030

750-462.0000.65030

650-466.0000.65030

650-463.0000.65030

Various

Various

001-443.0000.65030

001-424.0000.65030

001-452.0000.65030

001-453.0000.65030

Various

Various

001-481.0000.68390

001-421.0000.67170

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

001-421.0000.65030

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

001-421.0000.65030

008-426.0000.65031

001-421.0000.65030

Various

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: Purchase of (1) 2024 John Deere 320 P-Tier Backhoe (Parks Cemetery Replacement)

ITEM AND RECOMMENDED ACTION:

Staff requests that the Mayor and Council approve the purchase of (1) new 2024 John Deere 320 P-Tier Backhoe from Pape Machinery Inc. for the amount of \$124,800.00

DISCUSSION:

This new backhoe will replace the existing 2004 John Deere 310SG backhoe (C302). The new backhoe will continue to be stationed at the cemetery and used by Parks staff. The price quoted includes a 43% Soucewell purchasing discount as well as a \$32,500 trade-in value for our existing backhoe (C302).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funds for this purchase were planned as part of the replacement schedule and will come from the vehicle and equipment replacement fund for FY24

BUDGET CODE:

001-434.0000.90010

ATTACHMENTS:

1. Pape Machinery quote
2. 2023.12.14 Memo Cooperative Purchasing John Deere Backhoe signed
3. RFP and Addendums-Heavy Const. 011723
4. John Deere Contract 011723

Quote Id: 29777134

Prepared For:
CITY OF POST FALLS

Prepared By: **PATRICK MORRIS**

Pape Machinery, Inc.
6210 W Rowand Road
Spokane, WA 99224

Tel: 509-838-5252

Fax: 509-558-2485

Email: pmorris@papemachinery.com

Date: 11 October 2023

Offer Expires: 11 November 2023

Confidential

Quote Summary

Prepared For:

CITY OF POST FALLS
800 N PUBLIC WORKS WAY
POST FALLS, ID 83854
Business: 208-773-1722

Prepared By:

PATRICK MORRIS
Pape Machinery, Inc.
6210 W Rowand Road
Spokane, WA 99224
Phone: 509-838-5252
pmorris@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 29777134
Created On: 11 October 2023
Last Modified On: 15 November 2023
Expiration Date: 11 November 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 320 P-Tier Backhoe Loader - 17100232	\$ 157,300.00 X	1 =	\$ 157,300.00

Equipment Total **\$ 157,300.00**

Trade In Summary	Qty	Each	Extended
2004 JOHN DEERE 310SG - T0310SG943112	1	\$ 32,500.00	\$ 32,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 32,500.00

Trade In Total **\$ 32,500.00**

Quote Summary

Equipment Total	\$ 157,300.00
Trade In	\$ (32,500.00)
SubTotal	\$ 124,800.00
Total	\$ 124,800.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 124,800.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment


MACHINERY
Quote Id: 29777134

Customer: CITY OF POST FALLS

JOHN DEERE 320 P-Tier Backhoe Loader - 17100232

Hours:
Stock Number:

				Selling Price
				\$ 157,300.00
Code	Description	Qty	Unit	Extended
17C0T	320 P-tier Backhoe Loader	1	\$ 169,068.00	\$ 169,068.00
Standard Options - Per Unit				
183E	JDLink™	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
1003	Cab	1	\$ 14,253.00	\$ 14,253.00
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$ 0.00	\$ 0.00
4006	John Deere 4.5L - FT4/Stage IV	1	\$ 0.00	\$ 0.00
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1	\$ 0.00	\$ 0.00
6154	Dual Batteries with Disconnect, Jump Post, and Engine Block Heater	1	\$ 494.00	\$ 494.00
6576	1000 lb. (454 kg.) Front Counterweight	1	\$ 1,515.00	\$ 1,515.00
6754	Heavy Lift - Extendible Dipperstick	1	\$ 12,856.00	\$ 12,856.00
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1	\$ 5,315.00	\$ 5,315.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,997.00	\$ 2,997.00
7040	Three-Function Loader Hydraulics, Single Lever	1	\$ 3,517.00	\$ 3,517.00
7711	New Series Multi-Brand Quick Coupler - 37 in. Thumb Ready	1	\$ 2,042.00	\$ 2,042.00
7808	24 in. (611 mm.) Severe-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1	\$ 3,103.00	\$ 3,103.00
7861	Multi-Purpose Bucket	1	\$ 12,770.00	\$ 12,770.00
8025	Thumb - 37 in. 4 Tine	1	\$ 7,043.00	\$ 7,043.00
8062	Backhoe Boom Protection Plate	1	\$ 648.00	\$ 648.00
8075	Diagnostic Oil Sampling Ports	1	\$ 450.00	\$ 450.00
8115	MFWD Driveshaft Guard	1	\$ 519.00	\$ 519.00
8126	Heavy-Duty Grille Frame	1	\$ 597.00	\$ 597.00
8146	Left Side Console Storage with Cup Holders	1	\$ 87.00	\$ 87.00
8165	Auto Ride Control	1	\$ 2,513.00	\$ 2,513.00
8182	Radio, Bosch Basic Package	1	\$ 940.00	\$ 940.00
8207	Seat, Cloth Air-Suspension	1	\$ 541.00	\$ 541.00

Selling Equipment


MACHINERY
Quote Id: 29777134

Customer: CITY OF POST FALLS

8213	Chrome Exhaust Extension	1	\$ 290.00	\$ 290.00
SOURCEWELL	SOURCEWLL DISCOUNT 43%	1	\$ -103,869.94	\$ -103,869.94
Standard Options Total				\$ -31,379.94
Dealer Attachments				
BUCKET	36" CEMETARY BUCKET TOOTH	1	\$ 3,400.00	\$ 3,400.00
24" CU	24" CU BUCKET	1	\$ 3,000.00	\$ 3,000.00
12" DIG	12" DIG BUCKET	1	\$ 1,500.00	\$ 1,500.00
Dealer Attachments Total				\$ 7,900.00
Other Charges				
	Freight	1	\$ 4,500.00	\$ 4,500.00
	Setup	1	\$ 1,200.00	\$ 1,200.00
	Deliver Charge	1	\$ 900.00	\$ 900.00
	RADIAL TURF TIRES	1	\$ 3,200.00	\$ 3,200.00
Other Charges Total				\$ 9,800.00
Customer Discounts				
Customer Discounts Total			\$ 1,911.94	\$ 1,911.94
Total Selling Price				\$ 157,300.00

Trade In

Quote Id: 29777134

Customer: CITY OF POST FALLS

2004 JOHN DEERE 310SG SN# T0310SG943112	
Machine Details	
Description	Net Trade Value
2004 JOHN DEERE 310SG	\$ 32,500.00
SN# T0310SG943112	
Stock Number : SG943112	
Your Trade In Description	
Additional Options	
Hour Meter Reading	4276
Total	
\$ 32,500.00	



Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Ross Junkin, Public Works Maintenance Manager
From: Christopher Gabbert, Deputy City Attorney
Date: December 14, 2023
Re: April 5, 2023, Cooperative Purchasing – John Deere P-Tier Backhoe

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 11/21/2023, I received copies of contract documents that were received by Public Works utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that the Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 11/15/2022, opened the proposals on 1/17/2023 and awarded the contract to John Deere Construction on April 5, 2023. Pape Machinery, Inc., (identified and listed as one of John Deere Construction’s dealers) provided its Quote to the city on 10/11/23. The associated RFP, Contract and Quote have been attached for your review.

Based upon the contract amount being over \$100,000, the contract, along with a staff memo explaining the reasoning for the procurement must be presented for approval by City Council and signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that John Deere through its seller and/or authorized service dealer, Pape Machinery, Inc. is offering

the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls' procurement standards.

Therefore, the City of Post Falls may go ahead with the procurement of the John Deere P-Tier Backhoe Loader and attachments as indicated on the quote from Pape Machinery, Inc.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Christopher Gabbert". The script is cursive and fluid.

Christopher Gabbert
Deputy City Attorney

Enclosures



RFP #011723
REQUEST FOR PROPOSALS
for
Heavy Construction Equipment with Related Attachments and Technology

Proposal Due Date: January 17, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 15, 2022
Pre-proposal Conference:	December 6, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 9, 2023, 4:30 p.m., Central Time
Proposal Due Date:	January 17, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 17, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Heavy Construction Equipment with Related Attachments and Technology, including, but not limited to, the following types of heavy construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Motor graders;
- c. Wheeled and tracked excavators;
- d. Bulldozers, compactors, scrapers, articulated and rigid haulers; and,
- e. Cranes.

Proposers may include related equipment, accessories, attachments, technology, and services, to the extent these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. A Proposal must include **at least one** of the following four equipment types to be considered within scope of this solicitation. For purposes of Section II. B. 2. and its subsections, the term “published” means information that is readily available within the proposer’s printed literature or website and the proposer has verified the accuracy of the information:

- a. A wheel loader with published net horsepower (HP) of at least 300 HP;
- b. A wheeled or tracked excavator with a published net horsepower of at least 150 HP;
- c. A motor grader with a published maximum operating weight of at least 30,000 lbs; or,
- d. A rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3. The primary focus of this solicitation is on Heavy Construction Equipment with Related Attachments and Technology. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

4. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Equipment Rental with Related Services (RFP #062320);
- b. Forklifts and Lift Trucks with Related Services (RFP #091520);

- c. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
- d. Roadway Maintenance Equipment (RFP #080521);
- e. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- f. Roadway Paving Equipment (RFP #060122);
- g. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #TBD); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcwell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcwell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Proposers may also include used

equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$950 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcwell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the

Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;

- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/15/2022

Addendum No. 1

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a proposer required to have a CAGE or Unique Entity Identifier (SAM) code?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/15/2022, is required at the time of proposal submittal.



12/21/2022

Addendum No. 2

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of two RFPs included in the equipment, products, or services of this solicitation, RFP Subsections II. B. 4. g - h. are revised to remove the (RFP #####) placeholders, update the RFP title of RFP Subsection II. B. 4. g., and insert the actual RFP numbers, to read as follows:

* * * *

- g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/21/2022, is required at the time of proposal submittal.



12/29/2022

Addendum No. 3

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What information does Sourcewell require, if any, on a quote provided by an awarded supplier to a participating entity?

Answer 1:

Refer to Section 6. A. – Orders and Payment, of the Sourcewell contract template. "...order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller."

Question 2:

How does Sourcewell track what is sold on the contract for administrative fee verification from an awarded supplier?

Answer 2:

Refer to Section 8. A. – Contract Sales Activity Report, of the Sourcewell contract template. "Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract.

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. "Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract."

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/29/2022, is required at the time of proposal submittal.



01/6/2023

Addendum No. 4

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a dollar amount limit for non-contract, sourced, or open market items that can be included in a proposal? Are they also subject to the administrative fee?

Answer 1:

Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services.

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 2:

Can you elaborate more and/or give an example on what you are looking for in the question below from Table 10, Line Item 55 from the proposal questionnaire?

Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.

Answer 2:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/6/2023, is required at the time of proposal submittal.



01/10/2023

Addendum No. 5

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding Line Item 17 of the proposer questionnaire, are there any specific licenses or certifications that you are looking for?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Regarding Line Items 24 & 25 of the proposer questionnaire, if we don't do any direct business with eligible Sourcewell participants, government, education or non-profit customers are the references required?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/10/2023, is required at the time of proposal submittal.

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

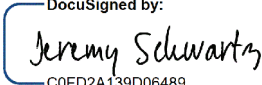
Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

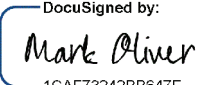
011723-JDC

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:

1CAF73242BB647F...

By: _____
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21	*
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265	*
6	Proposer website address (or addresses):	www.deere.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf	*

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGrade™ grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcwell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcwell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcwell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcwell.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	
72	Motor Graders	☒ Yes ☐ No	
73	Wheeled and tracked excavators	☒ Yes ☐ No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	☐ Yes ☒ No	
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
 - [Financial Strength and Stability](#) - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
 - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
 - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Millsap Annexation Grant of Right-of-Way File No. ANNEX-22-16

ITEM AND RECOMMENDED ACTION:

Review and approve the proposed right-of-way.

DISCUSSION:

Right-of-way corresponds with the Millsap Annexation File No. ANNEX-22-16

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Annexation Agreement was before the City Council on 12/5/23

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Applicant Signed ROW_Millsap LandingV2

GRANT OF RIGHT-OF-WAY

Millsap Landing Annexation

E. Bogie Ave.

File No. ANN-22-16

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

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The North 20 feet of the West half of Tract 54, Block 25, POST FALLS IRRIGATED TRACTS, according to the plat thereof recorded in Book C of Plats at Page 78, records of Kootenai County, Idaho

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

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2023.

GRANTEE:

CITY OF POST FALLS

By

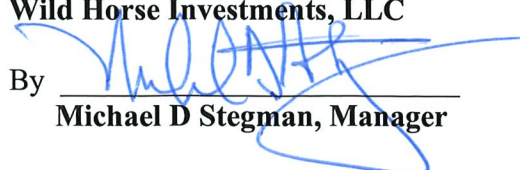
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Wild Horse Investments, LLC

By 
Michael D Stegman, Manager

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

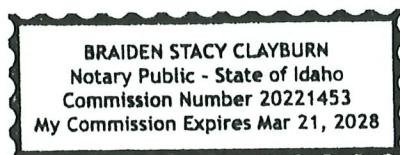
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)
:ss
County of Kootenai)

On this 29 day of November, 2023, before me, a Notary for the State of Idaho, personally appeared **Michael D Stegman**, known, or identified to me to be the Manager of **Wild Horse Investments, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Wild Horse Investments, LLC** and that he is duly authorized to do 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 ID
Residing at: Post Falls, ID
Commission Expires: 3/21/28

ANNEXATION EXHIBIT A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



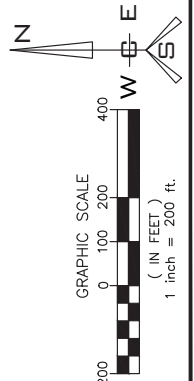
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- AREA TO BE ANNEXED
- EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE



CIVIL	PROJ #:	22-3384
STRUCTURAL	DATE:	12/19/2022
☒ SURVEYING	DRAFTED BY:	RK/WAL
TRAFFIC	REVIEWED BY:	RK
PLANNING		
LANDSCAPE		
OTHER		

AWCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-895-2617 FAX: 509-626-0227

**MILLSAP LANDING
SUBDIVISION
ANNEXATION DEDICATION EXHIBIT**

**SHEET
1 OF 1**

**JOB NUMBER
22-3384**

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Millsap Annexation Grant of Easement File No. ANNEX-22-16

ITEM AND RECOMMENDED ACTION:

Review and approve the proposed easements associated with the annexation

DISCUSSION:

Easement corresponds with the Millsap Annexation File No. ANNEX-22-16

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Annexation agreement was on the 12/5/23 consent agenda

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Applicant Signed Grant of Easement_Millsap Landings_V2

GRANT OF EASEMENT
Millsap Landing Annexation
E. Bogie Ave.
File No. ANN-22-16

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

A strip of land, 10.00 feet in width, situate in the County of Kootenai being a portion of the the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

The South 10 feet of the North 30 feet of the West half of Tract 54, Block 25, POST FALLS IRRIGATED TRACTS, according to the plat thereof recorded in Book C of Plats at Page 78, records of Kootenai County, Idaho.

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

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2023.

CITY OF POST FALLS

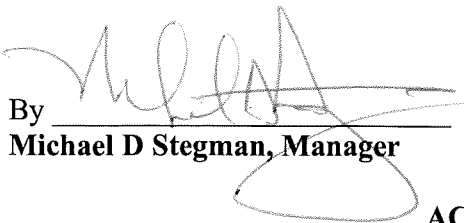
By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Wild Horse Investments, LLC

By 
Michael D Stegman, Manager

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

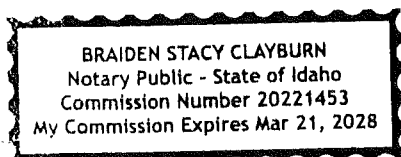
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

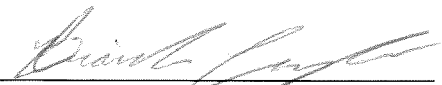
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
:ss
County of Kootenai)

On this 29 day of November, 2023, before me, a Notary for the State of Idaho, personally appeared **Michael D Stegman**, known, or identified to me to be the **Manager** of **Wild Horse Investments, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Wild Horse Investments, LLC** and that he is duly authorized to do 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 ID
Residing at: Post Falls, ID
Commission Expires: 3/21/28

ANNEXATION EXHIBIT A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



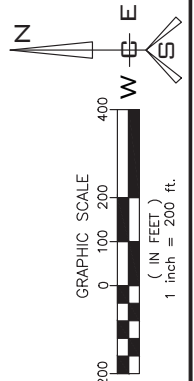
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- AREA TO BE ANNEXED
- EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE



AWCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-895-2617 FAX: 509-626-0227

PROJ #: 22-3384
DATE: 12/19/2022
DRAFTED BY: R/WAL
REVIEWED BY: RK

CIVIL	☐
STRUCTURAL	☒
SURVEYING	☒
TRAFFIC	☐
PLANNING	☐
LANDSCAPE	☐
OTHER	☐

MILLSAP LANDING SUBDIVISION

ANNEXATION DEDICATION EXHIBIT

SHEET
1 OF 1
JOB NUMBER
22-3384

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Bogie Annexation Grant of Right-of-Way File No. ANNX-23-2

ITEM AND RECOMMENDED ACTION:

Review the approve the necessary right-of-way associated with the Bogie Annexation.

DISCUSSION:

Review the approve the necessary right-of-way associated with the Bogie Annexation.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Public Hearing was on November 21, 2023 and Annexation Agreement was a consent agenda item on December 5, 2023.

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Applicant Signed Bogie Grant of ROW112823_ANNX-23-2

GRANT OF RIGHT-OF-WAY

Bogie Annexation

E. Bogie Ave.

File No. ANNX-23-2

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

A strip of land being the South twenty (20) feet of the West half of Tract 43, Block 25 of the plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.

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

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2023.

GRANTEE:

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Northern Lights Development, LLC

By 
Michael Fitzgerald II, Managing Member

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

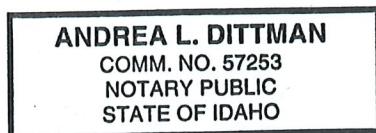
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)
:ss
County of Kootenai)

On this 28th day of November, 2023, before me, a Notary for the State of Idaho, personally appeared **Michael Fitzgerald II**, known, or identified to me to be the **Managing Member** of **Northern Lights Development, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Northern Lights Development, LLC** and that he is duly authorized to do 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: Kootenai County
Commission Expires: 1-5-29

EXHIBIT A

PROPOSED RIGHT-OF-WAY LEGAL DESCRIPTION

A strip of land being the South twenty (20) feet of the West half of Tract 43, Block 25 of the plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.

EXHIBIT B

BARTON LOOP

CORBIN'S MEADOW
(BOOK L / PAGE 774)

BLOCK 6

POST FALLS
IRRIGATED TRACTS
(BOOK C / PAGE 78)

PORTION
TRACT 42

WEST HALF
TRACT 43

EAST HALF
TRACT 43

BLOCK 25

PROPOSED 20'
RIGHT-OF-WAY
DEDICATION

15' SIDEWALK,
DRAINAGE &
UTILITY EASEMENT

EX 40' RW

EX 40' RW

EX 80' RW

40' RW

BOGIE DRIVE

EX 20' RW

EX 40' RW

EX 20' RW

WRENLEY ESTATES
(BOOK L / PAGE 537)

BLOCK 3

WEST HALF
TRACT 54

EAST HALF
TRACT 54

0 25 50 100
SCALE: 1" = 100'



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

WEST 1/2 TRACT 43, BLOCK 25, POST
FALLS IRRIGATED TRACTS (BK C / PG 78)

SW 1/4 SEC. 25, T 51 N, R 5 W, B. M.,
CITY OF POST FALLS, K. C., IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 100'
DATE:	10/17/2023
JOB NO:	LCE 23-037
FILE:	23-037-ROW_ESMT XBT.dwg

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Bogie Annexation Grant of Easement File No. ANNEX-23-2

ITEM AND RECOMMENDED ACTION:

Review and approve the necessary easement associated with the Bogie Annexation

DISCUSSION:

Review and approve the necessary easement associated with the Bogie Annexation

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Public Hearing was on November 21, 2023 and Annexation Agreement was a consent agenda item on December 5, 2023.

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Applicant Signed Bogie Grant of Easement 112823_ANNEX-23-2

GRANT OF EASEMENT

Bogie Annexation

E. Bogie Ave.

File No. ANNX-23-2

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

A strip of land being the North fifteen (15) feet of the South thirty-five (35) feet of the West half of Tract 43, Block 25 of the plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.

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

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2023.

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

Northern Lights Development, LLC

ACKNOWLEDGEMENTS

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

Andrea J. Dittman
Notary Public for the State of Idaho
Residing at: Kootenai County
Commission Expires: 1-5-29

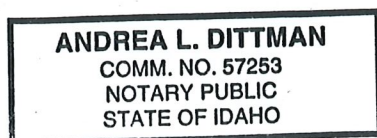


EXHIBIT A

PROPOSED EASEMENT LEGAL DESCRIPTION

A strip of land being the North fifteen (15) feet of the South thirty-five (35) feet of the West half of Tract 43, Block 25 of the plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.

EXHIBIT B

BARTON LOOP

CORBIN'S MEADOW
(BOOK L / PAGE 774)

BLOCK 6

POST FALLS
IRRIGATED TRACTS
(BOOK C / PAGE 78)

PORTION
TRACT 42

WEST HALF
TRACT 43

EAST HALF
TRACT 43

BLOCK 25

PROPOSED 20'
RIGHT-OF-WAY
DEDICATION

15' SIDEWALK,
DRAINAGE &
UTILITY EASEMENT

EX 40' RW

EX 40' RW

EX 80' RW

40' RW

BOGIE DRIVE

EX 20' RW

EX 40'
RW

EX 20' RW

WRENLEY ESTATES
(BOOK L / PAGE 537)

BLOCK 3

WEST HALF
TRACT 54

EAST HALF
TRACT 54

0 25 50 100
SCALE: 1" = 100'



WEST 1/2 TRACT 43, BLOCK 25, POST
FALLS IRRIGATED TRACTS (BK C / PG 78)

SW 1/4 SEC. 25, T 51 N, R 5 W, B. M.,
CITY OF POST FALLS, K. C., IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 100'
DATE:	10/17/2023
JOB NO:	LCE 23-037
FILE:	23-037-ROW_ESMT XBT.dwg



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: Purchase of 2023 Chevrolet 6500 Dump Body Truck (Parks Construction replacement)

ITEM AND RECOMMENDED ACTION:

Staff requests that the Mayor and Council approve the purchase of (1) new 2023 Chevrolet 6500 dump body truck from Con Paulos Chevrolet for the amount of \$89,390.64

DISCUSSION:

Staff has identified a vehicle to replace the existing Parks Construction dump truck (P111: 2004 F450 2wd dump). The process we underwent to find a truck was as follows: We worked with Parks Construction to identify the specification needed to replace their current 3-yard dump truck. Specifications included: Single cab, 4x4, dump body (10' min and approximately 3cy capacity), (2) toolboxes, tarped bed, white in color, diesel motor, and a minimum GVWR of 22,500. We looked at what it would cost to have this truck built (purchase a new chassis and have the dump body installed by a local vendor). This process was expected to cost around \$100,000 and take 6-10 months to complete. Knowing this information, we looked at local as well as national dealerships to see if there were any trucks that met the specifications we were looking for. We identified three candidates, all of which were Chevy 6500 dump trucks. We looked at other makes as well (Dodge & Ford), but did not find one that met the GVWR specification. Staff recommends the purchase of the Chevy 6500 truck from Con Paulos Chevrolet. One complication to this process is that dealership trucks in this category sell quickly. We are hopeful that this truck will be still be available in the coming weeks.

Quotes received were as follows:

- Con Paulos Chevrolet - Chevy 6500 Dump truck: \$89,390.64
- John Bowman Chevrolet - Chevy 6500 Dump truck: \$92,385.64
- Genesis Chevrolet- Chevy 6500 Dump truck: \$89,916.64

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$89,390.64

Funds for this purchase were planned as part of the replacement schedule and will come from the vehicle and equipment replacement fund for FY24

BUDGET CODE:

001-434.0000.90010

ATTACHMENTS:

1. Con Paulos - 2023 Silverado6500RCWTdump City of Post Falls
2. Genesis Chevrolet - City of Post Falls
3. Bowman Chevrolet - Post Falls



Con Paulos Chevrolet

Bob Sneed, Fleet Sales Manager | 208-324-3900 | robert.sneed@conpaulos.com

City of Post Falls

Prepared For: Richard Clark

Vehicle: [Retail] 2023 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck





Con Paulos Chevrolet

Bob Sneed, Fleet Sales Manager | 208-324-3900 | robert.sneed@conpaulos.com

Vehicle: [Retail] 2023 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$61,105.00
Dest Charge	\$1,895.00
Total Options	\$12,695.00
Subtotal	\$75,695.00
Doc Fee	\$399.00
Rugby 11' dump, tarp, 2 tool boxes	\$20,670.00
GM Gov't Bid Assistance	(\$7,400.00)
Subtotal Pre-Tax Adjustments	\$13,669.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$89,364.00
Tire Weight Tax	\$26.64
Sales Tax	\$0.00
Subtotal Taxes	\$26.64
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$89,390.64

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20952. Data Updated: Nov 13, 2023 6:44:00 PM PST.



Con Paulos Chevrolet

Bob Sneed, Fleet Sales Manager | 208-324-3900 | robert.sneed@conpaulos.com

Vehicle: [Retail] 2023 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Retail] 2023 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work TruckMSRP:\$61,105.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A2750RDS

OPTIONS

CODE	MODEL	MSRP
CK56403	[Retail] 2023 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck	\$61,105.00
OPTIONS		
092	Rear axle, 4.30 ratio	\$0.00
1WT	Work Truck Preferred Equipment Group	\$0.00
5DY	Electrical Provisions, rear of frame, upfitter, body builder wiring	\$230.00
7Y8	Batteries, heavy-duty dual 1300 cold-cranking amps	\$85.00
A31	Windows, power with driver express up and down and express down on all other windows	\$290.00
A52	Seats, front 40/20/40 split-bench, cloth or vinyl 3-passenger.	\$600.00
AG1	Seat adjuster, driver 10-way power	Inc.
AQQ	Remote Keyless Entry	\$175.00
BTN	Battery, top post threaded, battery jump start stud	\$50.00
C49	Defogger, rear-window electric	\$175.00
C5D	GVWR, 22,500 lb. (10,206 kg)	\$5,075.00
DGP	Mirrors, outside, black, heated power-adjustable, high-visibility vertical camper-style, and lower convex spotter glass, manual-folding.	\$795.00
ED9	Wheelbase, 165" (419.1 cm), 84" CA	\$0.00
F59	Front stabilizer bar	\$175.00
FTB	Front axle, 7,500 lb., Dana Spicer 60-256, single-reduction, front driving	\$0.00
FU7	Rear suspension, 15,500 lb. (7,031 kg) multi-leaf, vari-rate	\$50.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20952. Data Updated: Nov 13, 2023 6:44:00 PM PST.



Con Paulos Chevrolet

Bob Sneed, Fleet Sales Manager | 208-324-3900 | robert.sneed@conpaulos.com

Vehicle: [Retail] 2023 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

G68	Shock Absorbers, rear		\$65.00
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip		\$395.00
GAZ	Summit White		\$0.00
H0U	Jet Black, Cloth seat trim		\$0.00
IOB	Audio system, 7" diagonal color touch-screen with Chevrolet Infotainment		\$275.00
J27	Rear axle, 15,500 lb. (7,031 kg), Dana Spicer S16-130, single reduction		\$775.00
KI4	Power outlet, 110-volt AC		\$175.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible		\$0.00
MBV	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A2750RDS		\$1,585.00
NZZ	Skid Plate, steel, frame-mounted, protects the transfer case from the ground		\$275.00
PCJ	Vocational Specific Heavy Suspension Package		\$0.00
PTO	Power Take Off, engine control provisions		\$280.00
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted		\$0.00
PWY	Wheel, 19.5" x 6.75", spare, steel, Black, 8-holes		\$0.00
R6W	34,000 lb. GCWR (15,422 kg)		\$0.00
R7P	6500 HD Series	Inc.	
T3U	Fog lamps, front, halogen		\$140.00
U05	Horn, dual-note		\$35.00
UQ3	6-speaker audio system	Inc.	
V33	Tool kit, Rim Wrench and handle only	Inc.	
V76	Recovery hooks, front, frame-mounted, black		\$25.00
XHD	Tires, front 225/70R19.5 G Traction Blackwall Continental		\$190.00
YHD	Tires, rear 225/70R19.5 G Traction Blackwall Continental		\$380.00
ZHD	Tire, Spare 225/70R19.5 G traction blackwall Continental		\$400.00
ZY1	Paint, solid		\$0.00
—	Bluetooth for phone, personal cell phone connectivity to vehicle audio system	Inc.	
SUBTOTAL			\$73,800.00
Adjustments Total			\$0.00

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Data Version: 20952. Data Updated: Nov 13, 2023 6:44:00 PM PST.



Con Paulos Chevrolet

Bob Sneed, Fleet Sales Manager | 208-324-3900 | robert.sneed@conpaulos.com

Vehicle: [Retail] 2023 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( Complete)

Tire Weight Tax	\$26.64
Destination Charge	\$1,895.00
TOTAL PRICE	\$75,721.64

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Data Version: 20952. Data Updated: Nov 13, 2023 6:44:00 PM PST.

Prepared For

CITY OF POST FALLS

Address

MI 48021

Home Phone

Email

RCLARK@POSTFALLS.GOV

Work Phone

Cell Phone

(208) 457-3361

2022 CHEVROLET SILVERADO MD 4WD REG CAB WORK TRUCK

Color

SUMMIT WHITE

VIN

1HTKJPVM8NH084221

Miles

1

STOCK #

NH084221

Weight

0

Finance Info	Payments	
	Cash Down	\$0
1 \$1,000 Rebate	Payment	Cash Price \$90,171

MSRP	\$72,466.64
Sale Price	\$72,466.64
Rebate	\$1,000.00
Adjusted Price	\$71,466.64
Body Upfit	\$18,450.00
Total Purchase	\$89,916.64
Doc Fee	\$220.00
Plate Transfer	\$0.00
CVR Fee	\$24.00
Title Fee	\$0.00
New Plate Fee	\$10.00

Guest Approval

Manager Approval

This document is for informational and disclosure purposes and is not an offer of credit or a sales contract. The terms and conditions of this document are subject to credit approval by the financial institution. Rebates and incentives are subject to confirmation of supporting documents provided by the purchaser/lessee. By signing I agree to allow the dealership and its affiliates to communicate with me about this vehicle or any future vehicles using phone, email, text, SMS, or mail.

JOHN BOWMAN CHEVROLET Inc.

6750 DIXIE HIGHWAY
PHONE (248) 625-5071
FAX (248) 625-0459
CLARKSTON, MICHIGAN 48346



SALESMAN

David Griffin

RETAIL ORDER FOR A MOTOR VEHICLE

City of Post Falls

PURCHASER #1 NAME

PURCHASER #2 NAME

408 N Spokane St

STREET ADDRESS

Post Falls

ID

83854

CITY

STATE

ZIP

DRIVER'S LICENSE #1

DRIVER'S LICENSE #2

11/14/2023

DATE

BIRTH DATE #1

BIRTH DATE #2

SOC. SEC. NUMBER

RES. PHONE

(208) 457-3361

BUS. PHONE

rcClark@postfalls.gov

E-MAIL ADDRESS

PLEASE ENTER MY ORDER FOR THE FOLLOWING

MODEL	Silverado MD	BODY TYPE	Regular Cab	COLOR	Summit White	MILEAGE	44	STOCK NO.	231313
YEAR	2023	MAKE	Chevrolet						

CUSTOMER NO.	VIN NO.	1HTKJPVM9PH355242
--------------	---------	-------------------

CASH DELIVERED PRICE OF UNIT	\$	\$92,091.64	USED CAR TRADE-IN	
------------------------------	----	-------------	-------------------	--

Doc & CVR fees	\$	\$284.00	MAKE	MILEAGE
----------------	----	----------	------	---------

			YEAR	MODEL	BODY
--	--	--	------	-------	------

ACCESSORIES	\$		VIN. NO.	
-------------	----	--	----------	--

			USED TRADE-IN ALLOWANCE	\$	
--	--	--	-------------------------	----	--

			BALANCE OWED ON TRADE-IN		
--	--	--	--------------------------	--	--

Does not include transport fee			NET ALLOWANCE ON USED TRADE-IN	\$	\$0.00
--------------------------------	--	--	--------------------------------	----	--------

			LIEN ON VEHICLE SOLD:		
--	--	--	-----------------------	--	--

			CASH		
--	--	--	------	--	--

--	--	--	--	--	--

--	--	--	--	--	--

			INSURER		
--	--	--	---------	--	--

			POLICY NO.		
--	--	--	------------	--	--

--	--	--	--	--	--

CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE	\$	\$92,375.64			
--	----	-------------	--	--	--

STATE AND LOCAL TAXES		\$0.00			
-----------------------	--	--------	--	--	--

LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE		\$10.00			
--	--	---------	--	--	--

TOTAL	\$				
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SERVICE CONTRACT					
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1. TOTAL PRICE OF UNIT	\$	\$92,385.64	*** PLATES TRANSFERRED: plate #		
------------------------	----	-------------	---------------------------------	--	--

2. DOWN PAYMENT:	\$	\$0.00	Year	Make/Model	
------------------	----	--------	------	------------	--

consisting of \$	\$0.00	cash	VIN		
------------------	--------	------	-----	--	--

		rebate	*** TRADE-IN LIEN PAYOFF VERIFICATION ***		
--	--	--------	---	--	--

			Acct. No.	Balance:	
--	--	--	-----------	----------	--

		\$0.00	Finance Co.		
--	--	--------	-------------	--	--

		\$0.00	Address		
--	--	--------	---------	--	--

3. FINANCED OR DUE ON DELIVERY	\$	\$92,385.64	Due		
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(difference between items 1 and 2)			Information from	Phone #	
------------------------------------	--	--	------------------	---------	--

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

Purchaser agreed that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. If this sale is to be on credit, and such credit is to be arranged by Seller, then this transaction shall not be considered consummated until such credit is arranged the necessary disclosures given, and the appropriate financing documents executed. Purchaser by his execution of this Order acknowledged that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER SIGNATURE

DATE

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: DeAtley Annexation Reasoned Decision File No. ANNEX-23-1

ITEM AND RECOMMENDED ACTION:

Review and approve the decision rendered on the November 21, 2023 public hearing for the DeAtley Annexation File No. ANNEX-23-1.

DISCUSSION:

Review and approve the decision rendered on the November 21, 2023 public hearing for the DeAtley Annexation File No. ANNEX-23-1.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

City Council motion approved on November 21, 2023 to move forward with the annexation and proposed zoning as requested for the DeAtley Annexation File No. ANNEX-23-1.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Deatley Annexation City Council RD

**DeAtley Annexation
File No. ANNX-23-1
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Devin Mecham

LOCATION: Located on the northeast corner of W. Seltice Way and N. Pleasant View Rd.

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on approximately 4.92 acres, As depicted in A-2.

B. RECORD CREATED:

1. A-1 Annexation Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Auth Letter
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 PFPD Comments
12. PA-4 PHD Comments
13. PA-6 PFHD Comments
14. S-4 PZ Staff Report
15. S-5 Development Agreement
16. S-6 Minutes 10-10-2023
17. S-7 Zoning Recommendation
18. PA-6 DEQ Comments
19. PA-7 PHD Comments
20. PA-8 PFHD Comments
21. City Council Memo
22. Testimony at the November 21, 2023, City Council public hearing including:

The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the City Council in their application of City Code section 18.20.100.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a zoning designation of Community Commercial Services (CCS) on approximately five acres as part of an annexation

request into the City of Post Falls. He testified that the Planning and Zoning Commission recommended approval of the requested zoning. The subject site is located on the northeast corner of W. Seltice Way and N. Pleasant View Road, above the Rathdrum Prairie Aquifer. The current land use is vacant, and the city of Post Falls will supply water and wastewater. South across Seltice Way is commercial zoning. Currently, a commercial business that purchased it is operating out of it now.

Mr. Porter provided an overview of the zoning and land uses surrounding the subject site. He highlighted the presence of a railroad right away to the north, vacant industrial land to the north of that, and undeveloped commercial property to the west. Far West Steel is currently being developed further west in the industrial triangle piece. Across Seltice Way to the south is a commercial zoning area where the old Surplus Store currently operates as a business with an approved site plan for development. To the east is the Boulder Court commercial subdivision with commercial lots. Overall, Mr. Porter's testimony provided a comprehensive understanding of the area's surrounding zoning and land use.

Mr. Porter discussed the first review criteria for annexation and the proposed zoning district. He noted that the proposal should be consistent with the comprehensive plan's future land use map and focus area. The current designation is for commercial use, which would include retail, offices, and mixed uses to serve the local and traveling public. Mr. Porter also highlighted the West Prairie Focus area, which may warrant off-corridor commercial use consideration if it is adjacent to collector streets with traffic volumes exceeding 4,000 vehicles per day. Pleasant View Road and Seltice Way meet this criterion, making the application a suitable proposal for the focus area.

Mr. Porter reviewed the goals and policies for review criteria two, which included goals such as growing and sustaining a balanced economy for Post Falls, keeping the neighborhood safe and attractive, and planning for the establishment of land uses that support community needs and the city's long-term sustainability. He also mentioned policies that support these goals, such as keeping the city's long-term physical health.

Mr. Porter supplied testimony supporting policies to maintain or enhance community-level services and promote compatible and well-designed development. He emphasized the importance of providing amenities within proposed zones to improve residents' quality of life. He noted that the city has standards for commercial development that need to be met during the permitting and planning process. Mr. Porter also discussed the careful consideration of factors such as future land use mapping and compatibility with surrounding land uses when revising zoning designations.

Mr. Porter discussed the infrastructure and traffic patterns of the city in relation to a proposed property. He highlighted the city's willingness and capacity to provide services to the property and the benefits of the nearby signalized intersection. Additionally, he referenced city policies regarding commercial shopping centers and their proximity to high-traffic areas, which align with the proposed location.

Mr. Porter explained that Policies 8 and 9 apply to the infill development of County "Islands", which are areas surrounded by the city. The area currently qualifies as infill development due to its vacant state and commercial development surrounding it. Policies 24 and 26 also focus on transportation, ensuring continuity in sidewalks, trails, and adequate rights-of-way for future corridors, including utility facilities. Mr. Porter emphasized that meeting city standards and getting additional rights-of-way is crucial in maintaining and developing the area.

Mr. Porter commented on the potential adverse impact upon the delivery of systems by political subdivisions supplying services within the city. However, after sending out notices to various jurisdictions and agencies, only a few remained neutral or had no comment. As a result, no adverse impact was noted or commented on, and Mr. Porter believes that the review criteria were met in that regard.

Rob Palus, Assistant City Engineer

Mr. Palus provided testimony regarding the plans for two access points onto Pleasant View Road. The southernmost access point will be restricted to right in and right out, while the northern one will allow for full access movement. There was a question about the availability of utilities such as sewer and water up north, and it was revealed that they would need to be extended from Seltice Way. Preliminary engineering plans have been developed to determine the size of utilities needed and how to phase them in with the urban renewal district in a cost-effective manner. However, the development being proposed will not hinder the efforts of the urban renewal district, as the work will not impact the road or require tearing up existing infrastructure.

Devin Mecham, Applicant

Mr. Mecham expressed gratitude towards the staff and city for their helpfulness throughout the process. He also mentioned that he stands for the seller and is willing to answer any questions.

Public Testimony:

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

Deliberations: After the public hearing was completed, the hearing was closed, and the Council moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

After examining all evidence presented in the record, the City Council approves the applicant's request for initial Community Commercial Services (CCS) zoning on approximately 4.92 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as Commercial, and it is inside the West Prairie focus area, which is a transitioning region with potential for future development. There is expected to be development of industrial and commercial uses west of Pleasant View Road, a mix of residential, commercial, and industrial uses between Corbin Road and Pleasant View Road, with the exploration of opportunities for off-corridor commercial spaces. The Council finds that the proposed Community Commercial Services (CCS) zone is consistent with the Future Land Use Map and aligns with the commercial uses identified in the West Prairie Focus Area.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

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

Goals:

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

After careful consideration and review of the staff report and testimony provided, the City Council

has decided to approve the proposed zoning. The evidence presented by staff supports the belief that this proposal will help build economic diversity by capitalizing on access to neighboring job centers and developing a solid business base within City limits. Additionally, it is believed that this proposal will build and sustain a diverse, balanced economic base, keep existing quality-of-life assets, and help keep Post Falls prosperous. No evidence to the contrary was presented.

Policies:

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

This is addressed by the first review criteria of this recommendation.

- Compatibility with surrounding land uses;

The proposed development pattern for this proposal would be compatible with the surrounding uses as they are all primarily Commercial in nature.

- Infrastructure and service plans;

The City Council approves the requested zoning for the property, as it is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The evidence provided in the staff report indicated that the City's Water Reclamation System has the capacity to provide service, and the City is willing to serve the property at the requested density. It was also noted that the property is not subject to any Local Improvement Districts (LIDs), Subsequent User Agreements, or Sewer Surcharges. Additionally, the City's water system has the capacity to provide service, and the City is willing to serve the property at the requested density, as evidenced by the existing 12-inch water main along the southern boundary of the property. No contrary evidence was presented. It should be noted, however, that existing capacity is not a guarantee of future service.

- Existing and future traffic patterns;

The City Council finds that the property in question is adjacent to Seltice Way, a classified Principal Arterial roadway, and Pleasant View Road, a classified Minor Arterial Roadway. The existing rights-of-way meet or exceed the City's minimum requirements, and no rights-of-way dedications would be required with annexation. Dedication easements would be required at the time of annexation, and they must comply with the adopted City Design Standards.

Regarding Seltice Way, which is a Principal Arterial, the existing rights-of-way exceed the City's minimum standards. Therefore, a 15-foot sidewalk, drainage, and utility easement shall be provided along Seltice Way. As for Pleasant View Road, which is a Minor Arterial (Critical Arterial Corridor), the existing rights-of-way meet the City's minimum standards. Thus, a 15-foot sidewalk, drainage, and utility easement shall be provided along Pleasant View Road.

The City Council notes that future traffic patterns to/from this site benefit from the connectivity at the signalized intersection of Seltice Way and Pleasant View Road. Pleasant View Road supplies access to Interstate 90 (0.5 miles south) and SH53 (2.5 miles north), while Seltice Way provides local access as a parallel roadway to Interstate 90. The Pleasant View Road/Seltice Way intersection currently has traffic volumes exceeding 22,000 trips per day, and both roadways are currently running with 60% or more of road capacity remaining.

However, the City Council also notes that access to the site will be limited due to Pleasant View Road being identified as Critical Arterial Corridors by the KMPO and Seltice Way being a Principal Arterial. Roadway classifications, coupled with the impacts of the signalized intersection, will require that the proposed development of the site must demonstrate how access to the site will operate without degrading the safety or operation of the adjoining roadways. The City Council arrived at this decision after considering the evidence provided in staff testimony and the staff report, and no contrary evidence was provided.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

After careful consideration and review, the City Council has found that frontage improvements must be completed upon development through subdivision or site plan review. This is necessary to ensure the continuity of pedestrian pathways and promote safe and accessible travel throughout the city. Therefore, it is concluded that all developers and property owners must comply with this requirement to maintain the high standards of our community.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Council has determined that the political subdivisions were notified, and the city received several written comments. The project will have a positive impact on the extension of water, sewer, and roadway widening upon development. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the City Council finds that this criterion has been satisfied.

D. REASONED DECISION OF THE CITY COUNCIL:

ANNX-23-1, ANNEXATION AND INITIAL ZONING: Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds the annexation of the property in the best interest of the city and that the requested CCS zoning on approximately 4.92 acres meets the applicable review criteria and hereby approves the requested CCS zoning upon the successful annexation of the property.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: Acceptance of Sewer Easement - Pine & Poppy

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature to accept an access and stormwater drainage easement as part of the Pine & Poppy Project.

DISCUSSION:

With the development of Pine & Poppy facility, a stormwater drainage easement was required as well as an access easement to be able to get to the stormwater drainage easement for maintenance/repairs. There are no costs associated with the acquisition of the easement.

***Copy of easement attached. Original with wet signatures to clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Pine & Poppy Easement

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Taylor Family Investments, LLC, a Limited Liability Company, 9790 Easy Street, Hayden Lake, ID 83835 , herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public access and stormwater drainage easement over, under, upon and across the following described property, to wit:

Access easement over a strip of land within Riverbend Commerce Park Phase One, lot 4, block 3, recorded in the book of plats F, page 224, records of Kootenai county, Idaho, more particularly described as follows;

The northerly 60.0 feet of said Riverbend Commerce Park Phase One, lot 4, block 3, Kootenai County.

Together with a stormwater drainage easement more particularly described as follows;

The easterly 15.0 feet of the northerly 80.0 feet of said Riverbend Commerce Park Phase One, lot 4, block 3, Kootenai County.

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

DATED AND DONE this _____ day of _____, 2023.

Scott Taylor, Manager
Taylor Family investments, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

On this _____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____ known or identified to me to be the _____ of _____, the _____ that executed this instrument, or the person who executed the instrument on behalf of said _____ and acknowledged to me that such _____ 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: _____

CITY OF POST FALLS

This access and stormwater drainage easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20____.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

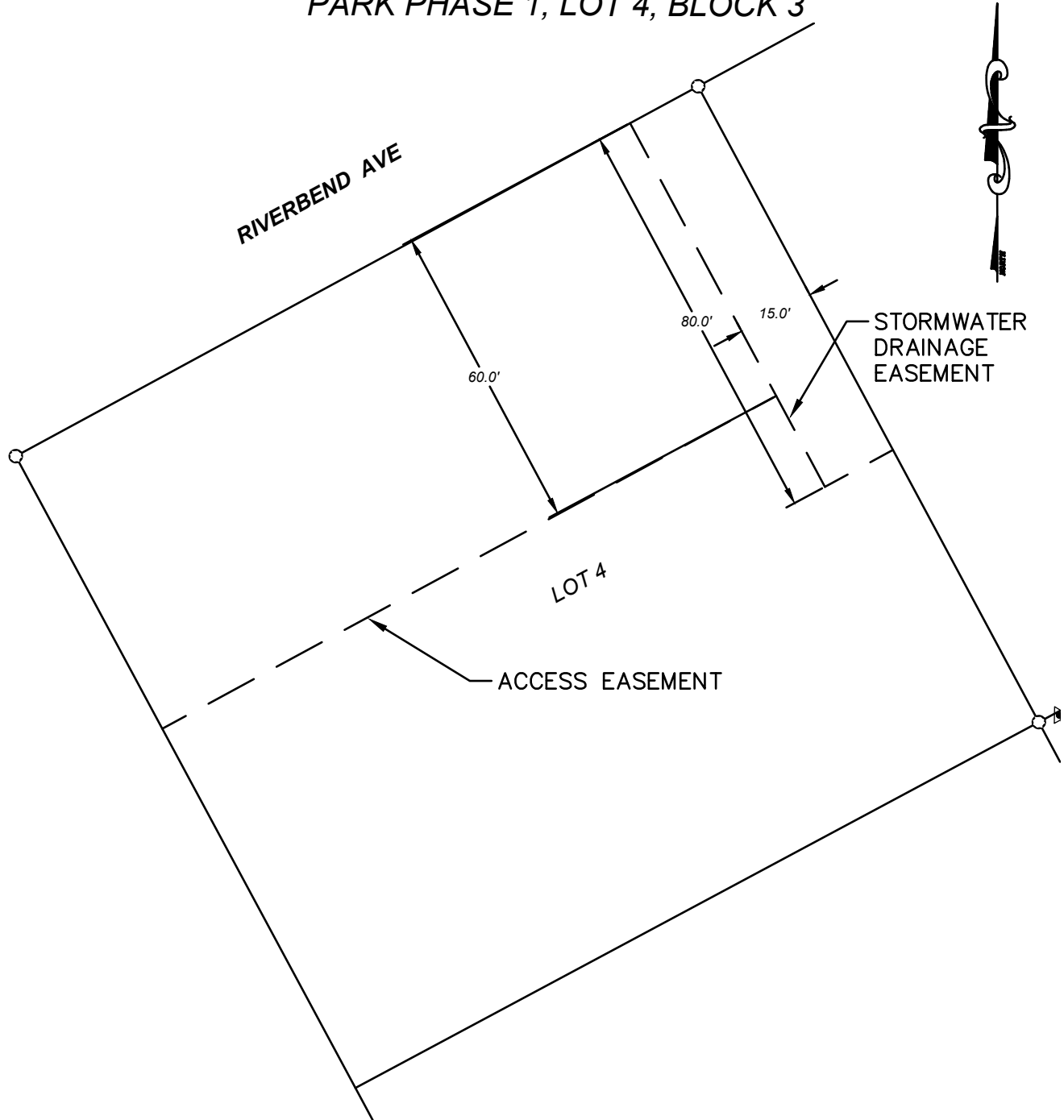
State Of Idaho)
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

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

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

EASEMENT EXHIBIT OF RIVERBEND COMMERCE PARK PHASE 1, LOT 4, BLOCK 3



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

EASEMENT EXHIBIT

SCALE: 1:30

DATE: 12/6/2023

FILE: R350 EXHIBIT

**FRAME
&
SMETANA**

ENGINEERING AND SURVEYING

603 North 4th Street,
Coeur d'Alene, Idaho, 83814

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FS

SHEET
1 OF 1

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Millsap Landing Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Millsap Landing Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is an 18-lot subdivision, with the application for plat submitted by Wildhorse Investments, LLC.

***Draft copy attached. Original with developers signature to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Millsap CIA - For Signature

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Wild Horse Investments, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Millsap Landing**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

Michael Stegmann
Wild Horse Investments, LLC
14899 W. Stub Ave
Rathdrum, ID 83858

CITY

Ronald Jacobson, Mayor
City of Post Falls
408 Spokane Street
Post Falls, Idaho 83854
(208) 773-3511

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

WHEREAS, Title 17, Subdivisions, of the Post Falls City Code requires certain common improvements to be provided by the Owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

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

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and

substantially complete. Said requirement shall not prohibit construction of a pre-approved model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete and adequate life safety measures are addressed; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, the City of Post Falls has adopted site development standards which require work in the public rights of way in order to complete site development work on projects to comply with the City's Subdivision Ordinance; and

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

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

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

The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls: utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements in accordance with the requirements of ordinances of the City of Post Falls. Evidence any required surety at the time of execution of this Agreement shall be attached hereto and be labeled Attachment D.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to

control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

owner which the developer connects to the City sewer or water system as part of the installation of the public improvement.

- E. The Developer shall be responsible to pay the cost of operation of the street lights within the development for a period of one year. The Developer shall pay to the City, at the time of execution of this Agreement the anticipated cost of the operation of the street lights within the development for one year, as determined by the City.

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign its interest or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;
 - 2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
 - 3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY’S REMEDIES

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or

freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
 4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.
- B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:
1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
 2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
 3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

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

1.15 INTERPRETATION

- A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as

binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes, or sections titled "Special Provisions".
2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".
3. Article I of this Agreement titled "GENERAL PROVISIONS".
4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- E. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

2.02 PERFORMANCE GUARANTY

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.02.D.1, 2.02.D.2, or 2.02.D.3. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.
- C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

"This type of surety is for an initial term that expires on _____. This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the company issuing the surety notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this surety will not be renewed.

- 1. PERFORMANCE BOND - The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.
- 2. ESCROW - The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

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

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The construction schedule shall indicate the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

2.08 MATERIALS

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the

responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

- B. Construction Progress
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.
- C. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.
- D. Well Logs/Test Hole Logs
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.
- E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.
- F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data as indicated within the City's Engineering Project Certification and Quality Control provision.

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

- A. The Engineer of Record or their representatives shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.13A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps

which the City deems necessary to determine whether the work conforms to this Agreement.

- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.13F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHMENT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	STREET LIGHT DESCRIPTION
APPENDIX V:	CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
APPENDIX VI:	CITY WATER CAP & METER FEES
APPENDIX VII:	ENGINEER OF RECORD DECLARATION
APPENDIX VIII:	ENGINEERING CERTIFICATE OF COMPLIANCE
APPENDIX IX:	CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
APPENDIX X:	CASH IN LIEU OF PLANTING TREES

STATE OF IDAHO)
) ss
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Millsap Landing

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

ATTACHMENT "A"

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

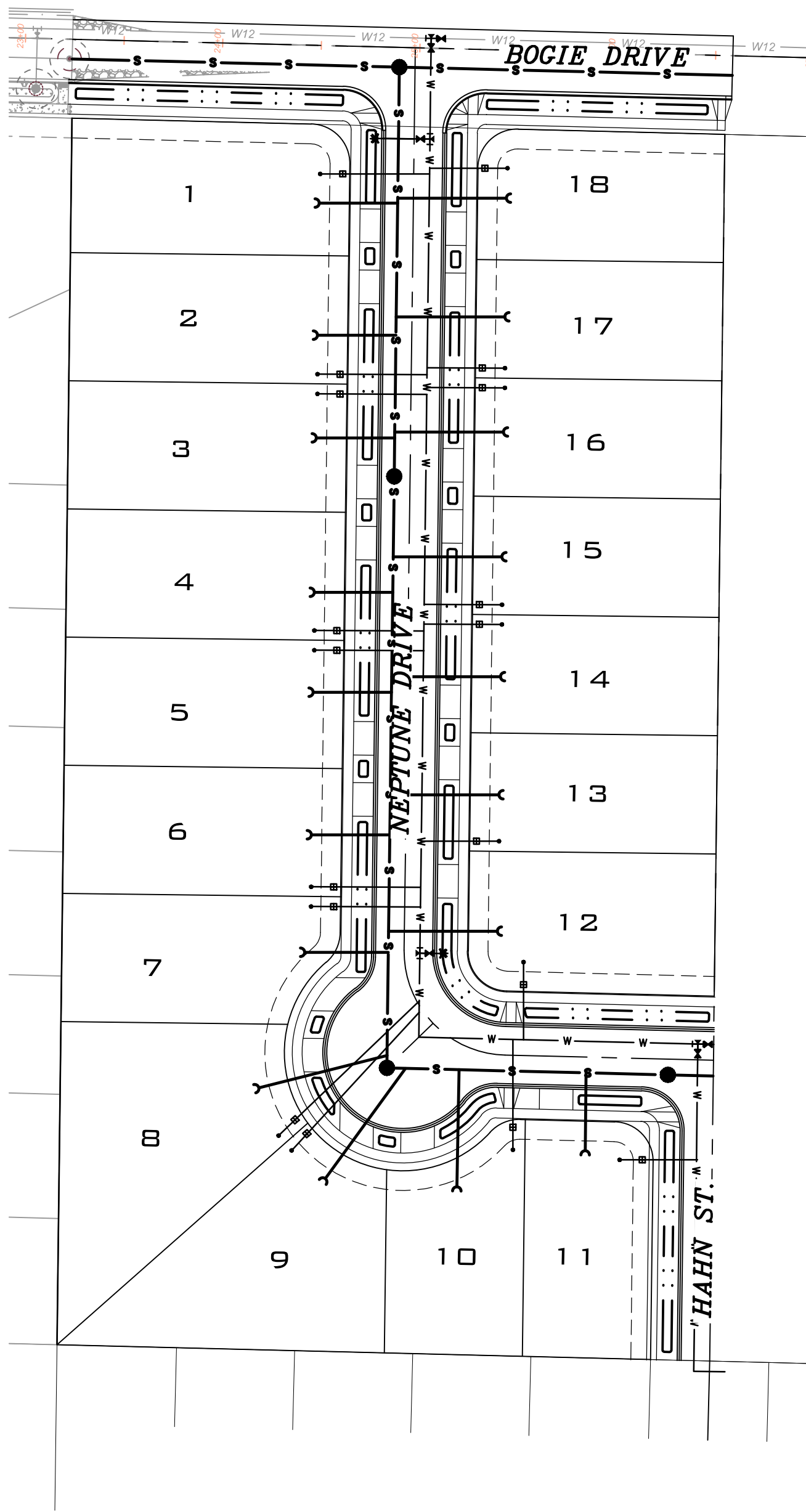
THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

MILLSAP LANDING
PRELIMINARY SUBDIVISION PLAN
LOCATED IN A PORTION OF
SEC 25, TWN 51N, RNG 05W, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

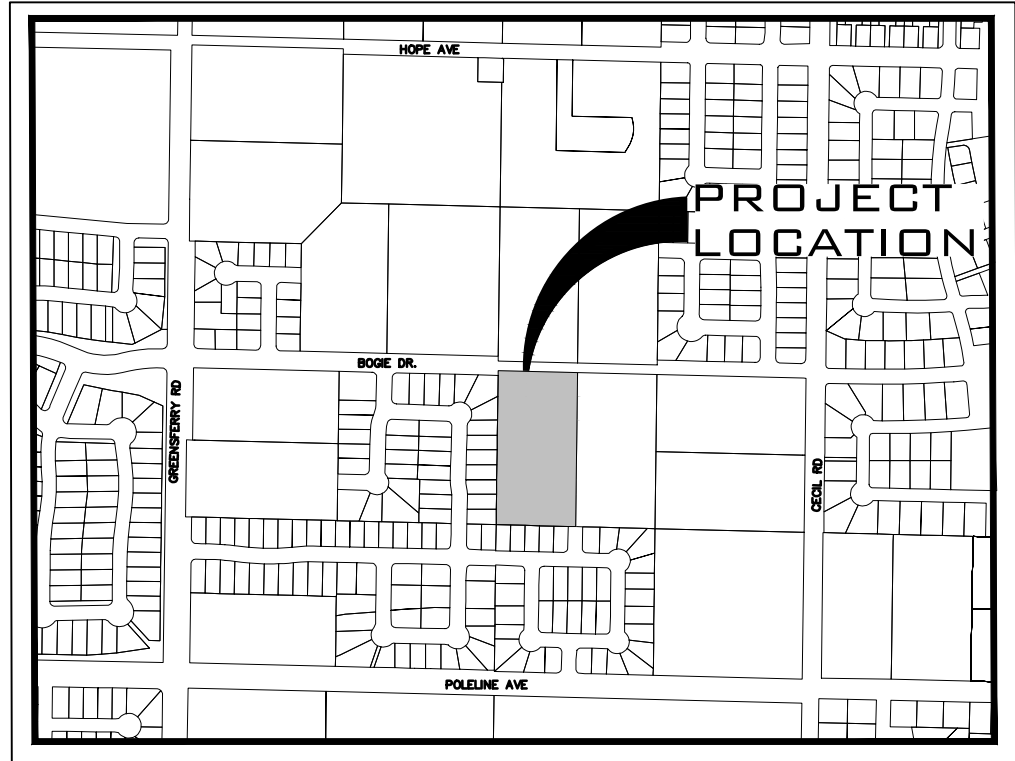
UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG



SUBDIVISION PLAN



STREET/UTILITY PLAN



VICINITY MAP

SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	0-6360-25-054-AB
EXISTING ZONING	COUNTY AG
PROPOSED ZONING	R-1
PROJECT AREA (ac)	4.88
NUMBER OF LOTS	18
MAXIMUM LOT AREA (SF)	12,995
MINIMUM LOT AREA (SF)	7,221
PROPERTY DENSITY (lots/ac)	3.68
AVERAGE LOT AREA (SF)	8,751
DOMESTIC WATER	ROSS POINT WATER DIST.
SANITARY SEWER DISPOSAL	CITY OF RATHDRUM
FIRE DEPARTMENT	KOOTENA COUNTY FIRE
DATUM	NAVD-88
ELECTRIC PROVIDER	KOOTENA ELECTRIC
GAS PROVIDER	AVISTA
OTHER PURVEYORS	TO BE DETERMINED

ENGINEERING (CONTACT)
THIS PRELIMINARY PLAT WAS
PREPARED BY:
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, P.E.

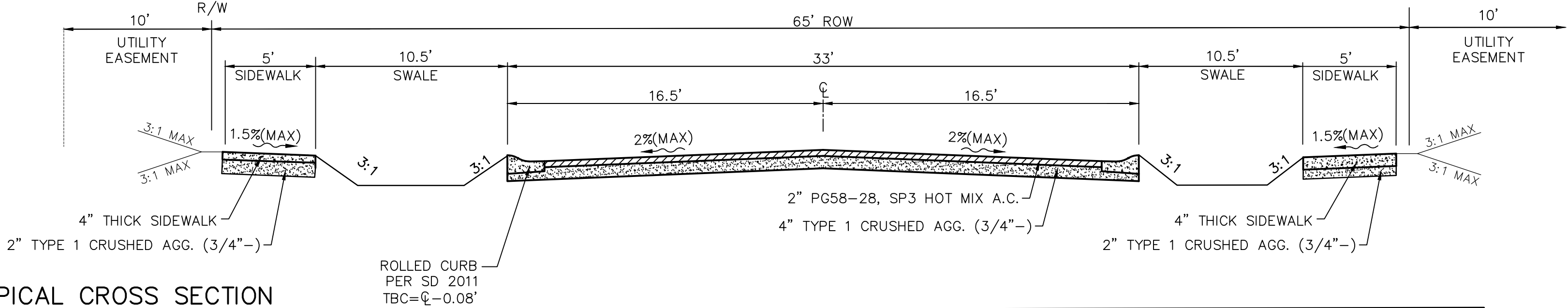
OWNER
WILD HORSE INVESTMENTS, LLC
14899 W. STUB AVE
RATHDRUM, ID 83858
MIKE STEGMANN

LEGAL DESCRIPTION

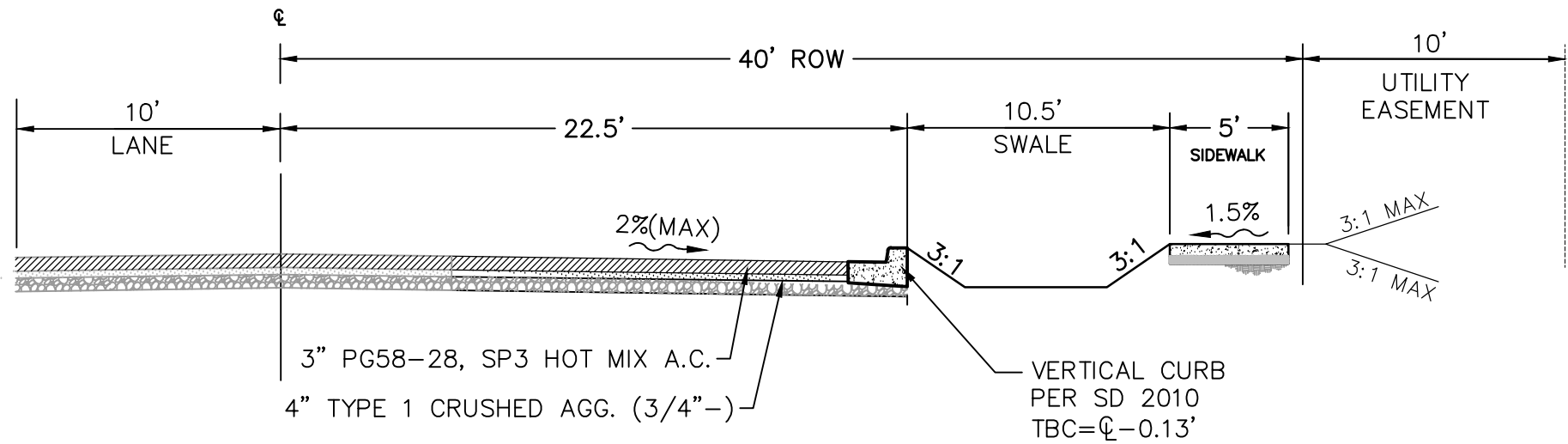
THAT PORTION OF LAND LOCATED IN THE NORTHWEST 1/4 OF
SECTION 25, TOWNSHIP 51 NORTH, RANGE 05 WEST, BOISE
MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

THE WEST HALF OF TRACT 54, BLOCK 25, ACCORDING TO THE
PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN
BOOK C AT PAGES 78 AND 79, RECORDS OF KOOTENAI
COUNTY, IDAHO.

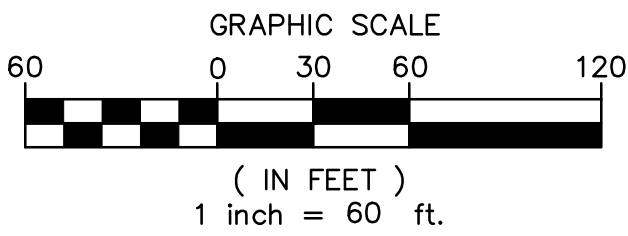
NOTE: ALL EXISTING BUILDINGS TO BE DEMOLISHED.



TYPICAL CROSS SECTION
NOT TO SCALE
NEPTUNE DRIVE



BOGIE DRIVE CROSS SECTION
NOT TO SCALE



NAVD-88
2" REBAR WITH YELLOW PLASTIC CAP
MARKED PLS 9367 LOCATED AT THE
INTERSECTION OF ARLIS LANE AND
BOGIE DRIVE, NAVD 88
ELEVATION=2218.96

NO.	DATE	BY	REVISIONS

SCALE:

HORIZONTAL:
1"=60'
VERTICAL:

PROJ #: 22-3384
DATE: 12/19/22
DRAWN:
REVIEWED: RDK

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
X PLANNING
LANDSCAPE
OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-826-0227

MILLSAP LANDING
SUBDIVISION PLAN - PRELIMINARY PLAT
POST FALLS, ID

SHEET
1 OF 1

JOB NUMBER
22-3384

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

Peck & Peck Excavating

FOR

Millsap Landing

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Millsap Landing

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: **\$ 506,666.20**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 115,850.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 12,600.00**
5. Total cost of improvements: **\$ 635,116.20**
6. Warranty amount: **\$ 47,633.72**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Millsap Landing

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Project - Millsap Landing

Date: 10/6/23

Item	Description	Quantity	Unit	Unit Price	Total Price
	<u>Clearing & Grubbing</u>				
1	Mobilization	1	LS	\$ 11,000.00	\$ 11,000.00
2	Strip Topsoil & Haul Off(Base on 18" Depth)	4800	TN	\$ 12.50	\$ 60,000.00
3	Demo	1	LS	\$ 5,000.00	\$ 5,000.00
4	AC Sawcut	30	LF	\$ 5.00	\$ 150.00
5	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00
	<u>Excavation & Grading</u>				
1	Structural Grading-Import to subgrade	8300	CY	\$ 15.50	\$ 128,650.00
2	Road Subgrade Prep	4260	SY	\$ 2.00	\$ 8,520.00
3	Inlet Protection	5	EA	\$ 75.00	\$ 375.00
	<u>Sewer</u>				
1	8" PVC Sanitary Sewer	998	LF	\$ 50.35	\$ 50,249.30
2	48" Manholes	5	EA	\$ 3,600.00	\$ 18,000.00
3	Sewer Services	18	EA	\$ 1,400.00	\$ 25,200.00
4	Sewer Connection	1	LS	\$ 3,200.00	\$ 3,200.00
	<u>Stormwater</u>				
1	Drainage Curb Cut	30	EA	\$ 200.00	\$ 6,000.00
2	Drywell Type A (Single)	5	EA	\$ 3,200.00	\$ 16,000.00
	<u>Water</u>				
1	8" PVC Water Main	795	LF	\$ 48.00	\$ 38,160.00
2	12"/8" Fittings	1	LS	\$ 8,550.00	\$ 8,550.00
3	1" Water Services	19	EA	\$ 1,530.00	\$ 29,070.00
4	Fire Hydrant Assemblies	2	EA	\$ 6,900.00	\$ 13,800.00
5	Water Connection	2	EA	\$ 7,550.00	\$ 15,100.00
	<u>Streets, Curbs, & Gutter</u>				
1	Asphalt Roadway 2" AC Over 4" Base	2490	SY	\$ 18.80	\$ 46,812.00
2	Rolled Curb and Gutter	1482	LF	\$ 18.00	\$ 26,676.00
3	Standard Curb and Gutter	300	LF	\$ 21.00	\$ 6,300.00
4	Asphalt Roadway 3" AC Over 4" Base	1118	SY	\$ 23.55	\$ 26,328.90
	<u>Sidewalks</u>				
1	4" Concrete Sidewalk Over 2" Base	8910	SF	\$ 5.50	\$ 49,005.00
2	Pedestrian Ramps	6	EA	\$ 1,700.00	\$ 10,200.00
	<u>Dry Utilities</u>				
1	Dry Utilities Trenching (Ex, Bed, and Backfill Only)	980	LF	\$ 6.50	\$ 6,370.00
2	Street Lights	4	EA	\$ 1,200.00	\$ 4,800.00
	<u>Signage, Striping, Mailboxes</u>				

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Street and Stop Sign	1	EA	\$ 800.00	\$ 800.00
2	Striping	1	LS	\$ 2,000.00	\$ 2,000.00
3	Type II Barricades	3	EA	\$ 800.00	\$ 2,400.00
4	Concrete Mailbox Pad	1	EA	\$ 800.00	\$ 800.00
5	Street Trees	21	EA	\$ 600.00	\$ 12,600.00

Total \$ 635,116.20

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Millsap Landing

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

ATTACHMENT "D"

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

Wild Horse Investments, LLC

FOR

Millsap Landing

CONSTRUCTION DRAWINGS

Plans Titled: **Millsap Subdivision**

Dated: **12/6/23**

By: **Ray Kimball – Whipple Consulting Engineers**

Sheets 1 through 12

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

Wild Horse Investments, LLC

FOR

Millsap Landing

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Millsap Landing Construction Schedule:

November 2023: Begin Pipe Construction

December 2023: Finish Pipe Construction

Pause Construction until March 2024

March 2024: Stormwater/Dry Utility

April 2024: Road Grading/Concrete work

May 2024: Paving/Signage/Striping

June 2024: Project Closout.

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

Wild Horse Investments, LLC

FOR

Millsap Landing

ENGINEERING SERVICES FEE SUMMARY

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

18 Lots X \$350.00 = \$ **6,300.00**

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

Wild Horse Investments, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **100 Watt Town & Country**

3 lights X 12 months X **\$ 25.25** per month = **\$ 909.00**

Street light type: **Cobra Head**

1 lights X 12 months X **\$ 35.00** per month = **\$ 420.00**

TOTAL = \$ 1329.00

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

Wild Horse Investments, LLC

FOR

Millsap Landing

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

Sanitary sewer cap fee of \$_____ to connect **existing structures** to City sanitary sewer.

_____ (# of SF homes) x \$6,959.00 = \$_____

_____ (# of Commercial service units) x \$6,959.00 = \$_____

_____ (# of structures connecting) x (Utility Deposit = \$60.00) = \$_____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$6,959.00
-----------------------------------	------------

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

Wild Horse Investments, LLC

FOR

Millsap Landing

 X This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees \$_____ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_____ x	3/4" – 1"	= \$3,273.00 Residential	=	\$ _____
_____ x	1"	= \$5,455.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$10,910.01	=	\$ _____
_____ x	2"	= \$17,456.01	=	\$ _____

Meter Fees

_____ x	3/4"	= \$ 254.00	=	\$ _____
_____ x	1"	= \$ 325.00	=	\$ _____
_____ x	1-1/2"	= \$ 691.00	=	\$ _____
_____ x	2"	= \$ 920.00 (flow meter for irrigation only)	=	\$ _____
_____ x	2"	= \$ 1,864.00 (compound meter)	=	\$ _____

ACCOUNT FEES

_____ (# of irrigation service connections) x Utility Deposit \$10 = \$ _____

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

Wild Horse Investments, LLC

FOR

Millsap Landing

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Ray Kimball, P.E.

ENGINEERING FIRM: Whipple Consulting Engineers

ADDRESS: 21 S. Pines Rd.

CITY: Spokane Valley STATE: WA ZIP: 99206

PHONE NO.: 509-893-2617

E-MAIL ADDRESS: rkimball@whipplece.com

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

Wild Horse Investments, LLC

FOR

Millsap Landing

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Wild Horse Investments, LLC

FOR

Millsap Landing

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :SS
County of Kootenai Kootenai)

I, _____, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to _____, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

Signature

Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20_____.

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

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

Wild Horse Investments, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant the **5** external street trees as approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street Trees option.

 X 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 **\$ 9,600.00**, and is based upon **16** 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: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Bogie Annexation Reasoned Decision File No. ANNX-23-2

ITEM AND RECOMMENDED ACTION:

Approve the submitted Bogie Annexation Reasoned Decision File No. ANNX-23-2

DISCUSSION:

Drew Dittman of Lake City Engineering, Inc. requested on behalf of Northern Lights, LLC. the property owner, approval to annex approximately 5-acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1). The annexation request went before City Council and was approved on November 21, 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

November 21, 2023

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 2023.12.19 Bogie Annexation CC RD

**Bogie Annexation
File No. ANNX-23-2
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Drew Dittman of Lake City Engineering

LOCATION: Generally located north of E. Bogie Drive, between N. Greensferry Rd and N. Cecil Rd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 5 acres, As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Will Serve
5. A-5 Auth Letter
6. A-6 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFPD Comments
11. PA-2 YPL Comments
12. PA-3 PFHD Comments
13. PA-4 BPA Comments
14. PA-5 PHD Comments
15. PA-6 PFSD Comments
16. PA-7 KCFR Comments
17. S-4 PZ Staff Report
18. S-5 Development Agreement
19. S-6 Minutes 9-12-2023
20. S-7 Zoning Recommendation
21. PA-8 KCFR Comments
22. PA-9 PHD Comments
23. PA-10 YPL Comments
24. PA-11 PFHD Comments
25. PA-12 DEQ Comments
26. PA-13 PFHD Comments
27. PA-14 PHD Comments
28. City Council Memo
29. Testimony at the November 21, 2023, City Council public hearing including:

The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to afford the

applicant and the public the opportunity to supply testimony and documentation to be taken by the City Council in their application of City Code section 18.20.100.

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Single Family Residential (R-1) on approximately 5 acres upon the annexation into the city of Post Falls. He illustrated that the subject property is found on the northwest corner of E. Bogie Dr. and between N. Greensferry and N. Cecil Rd.

Mr. Manley testified that the current land use is a large lot single-family residence, and the only natural characteristic or feature is that it is on the Rathdrum Prairie Aquifer. He testified that Ross Point Water District would supply the water service, and the city of Post Falls would supply the wastewater service.

During the hearing, Mr. Manley provided information about the surrounding zoning and land uses of the proposed area. To the north, there is the Corbin Meadows R1 subdivision that is currently being developed, while to the east, there is a Kootenai County single-family residential lot. To the south, there is the developing Millsap Landing R1 subdivision, and to the west, there is the Boyd's subdivision. Mr. Manley also noted that there are other developing R1 subdivisions with R1 zoning in the surrounding area.

Mr. Manley testified that the Future Land Use Map designates the area as Low Density Residential, which encompasses all types of single-family residential uses up to eight dwelling units per acre. He also acknowledged that there is some residential development in the area and that it is forecasted to see up to 30,000 new residents by 2040 within the designated Focus area.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goals five, six, and seven to possibly be relevant and applicable goals. He testified that policies one, two, eight, nine, fifteen, twenty-four, twenty-seven, thirty-three, and forty-five, as well as those listed in the staff report, may be appropriate for consideration by the Council.

Mr. Manley highlighted the importance of establishing different types of land uses in Post Falls that can support community needs and promote long-term sustainability. He mentioned the R1 zoning district and how it can provide diversified housing options for varying sizes of lots and different types of housing products. Mr. Manley also suggested that supporting diversified housing can help the commercial and industrial sectors provide housing for the workforce, promoting the city's physical health in the long run. He discussed policies to maintain the city's physical health, enhance residential quality of life, and promote compatible design. Mr. Manley emphasized the need for careful consideration of future land use mapping when applying or revising zoning designations. He talked about the improvements in infrastructure and service plans that come with annexation and subdivisions. Mr. Manley also mentioned the importance of encouraging compatible infill development that is consistent with the surrounding zones and ensures adequate land is available for future housing needs. Finally, he discussed the improvements along Bogey Drive and how they relate to annexation and development.

Mr. Manley reviewed the new criteria for proposed zoning districts and explained that the third criteria examines whether the district would negatively impact any public services provided by political subdivisions in the city. He then presented the findings of the agency notifications, which showed that there were no concerns from the police department, Yellowstone pipeline, Bonneville power, school district, and fire district. Based on this, Mr. Manley concluded that the proposed zoning district meets the third criterion.

Mr. Manley provided testimony regarding the annexation of two five-acre chunks of land to the east of a proposed project in the city. He explained that this annexation would improve connectivity between Greensferry Road and Cecil. Additionally, he mentioned that the road between the two areas

has been temporarily paved with asphalt chips.

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman represented Northern Lights Development and presented an annexation request for approximately five acres of R1 zoning. This request is a continuation of the Boyd's Landing subdivision project and would fill in a pocket of County property. Mr. Dittman discussed the three zoning criteria that the annexation should be judged by and stated that this infill piece fits entirely with R1 zoning surrounding it. He also mentioned that it is a good fit for the city and a continuation of an existing project.

Public Testimony:

The hearing was opened for public testimony.

Samantha Steigleder

Ms. Steigleder expressed her opposition to the annexation proposal and highlighted that the city already has fifteen approved subdivisions that are yet to be plotted. She felt that there was no need to annex more land at this time, especially when there were undeveloped plots around the proposed area. She also pointed out that the developer's justification for annexation based on the previous request was not convincing. According to her, it seemed like the developer was asking for five more acres in two steps instead of just asking for ten acres to begin with.

Rebuttal:

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman stated that the proposed annexation is a good fit for the surrounding subdivisions and meshes well with the developer's plans for the nearby property. He explained that the property came up for sale after the developer had already started the project, which is why it is a two-piece annexation. He also noted that there is a demand for more housing in the area and that the project would be beneficial for the city.

Responding to Questions from the Council:

Jon Manley, Planning Manager

Mr. Manley was asked to clarify regarding the narrowness of the bogey drive and whether this project would contribute to completing the access by providing more access. Mr. Manley mentioned that the development will leave two 5-acre chunks to the east that are not yet developed, and until they are improved, they will have a County Road section. As for the current access, it is two-way traffic with a gravel neck down section on the unimproved portions.

Deliberations: After the public hearing was completed, the hearing was closed, and the Council moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of Single Family Residential (R-1) on approximately five acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as low density residential and inside the 41 North focus area.

The Council has considered the staff report and testimony by the applicant as evidence that the proposed single-family residential (R-1) zone is in accordance with the Future Land Use Map and Focus Area. The Council finds this testimony persuasive and finds that the zone is located near other R-1 zones and is consistent with the relevant guidelines. No testimony to the contrary was provided. In addition, the area has neighborhood school services and commercial development pressures, which may create a complimentary constructive interaction. Furthermore, an elementary school is located approximately .4 miles to the west, while Post Falls High School is 0.25 miles to the south.

Therefore, the Council finds that evidence and testimony demonstrate that the R1 zoning is an implementing zone for the Low-Density Residential designation and the request is consistent with the Future Land Use Map and the 41 North Focus Area.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

There was testimony that there are already other approved subdivisions in the city and, therefore, no need to annex more land. The testimony did not make any reference to individual goals or policies but is best addressed under this criterion. The Council considered this testimony however other factors outweighed the testimony. Free market principles encourage private property owners to develop land with minimal government interference. Stopping all annexations could slow progress and limit the ability to adapt to future growth needs. Developers often take projects in smaller increments as a conservative approach to development, as it allows for measured growth and provides time to assess the impact of each phase of development, ensuring it aligns with the city's needs and resources.

The Council finds the testimony provided by the applicant, city staff, and the staff report to be more persuasive, and the Council also finds that the requested zone change is consistent with the comprehensive plan's goals and policies. Those goals and policies are as follows:

Goals:

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

This proposal keeps with Post Falls neighborhoods' character and unhurried pace and helps ensure those neighborhoods are kept safe, active, and aesthetically pleasing. This proposal will provide an attractive, pedestrian-friendly development with diverse housing types. Additionally, Bogie Dr. Would be improved with added pedestrian connectivity.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

All cities require functional, resilient transportation networks supporting the flow of people and materials. This proposal will supply improvements to the existing street network for Post Falls, improving the efficiency, function, and value of the city.

Policies:

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

The council has determined that the site is a compatible infill development area and is

located within the exclusive tier of the Area City Impact. The incorporation of this site into the City will assist in meeting the relevant policy objectives.

Policy 9: Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas;

The subject property is surrounded and immediately adjacent to incorporated areas on both the north, west and south sides.

- That have readily available service infrastructure and capacity;

The City of Post Falls is the purveyor of Sanitary Sewer, and Ross Point Water will be the water purveyor. Sanitary sewer infrastructure is located at the property's southwest corner. The City has capacity and is willing to provide service to the site. Utilities would need to be extended within the site with any future subdivision. The Council finds that they have readily available service infrastructure and capacity. Bogie Drive is paved west of the site, and a short section of unmaintained gravel roadway remains in the last section of county jurisdiction, east of the site.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Council finds that political subdivisions were notified, and the city received seven written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Council finds this criterion satisfied.

D. REASONED DECISION OF THE CITY COUNCIL:

ANNX-23-2, ANNEXATION AND INITIAL ZONING: Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds the annexation of the property in the best interest of the city and that the requested Single Family Residential (R1) zoning on approximately 5.028 acres meets the applicable review criteria and hereby approves the requested Single Family Residential (R1) zoning upon successful annexation of the property.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Water Reclamation Facility Tertiary Treatment Project - Request for Increase of Contract Amount with Panhandle Area Council

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the mayor to approve the contract amendment to increase the contract value with Panhandle Area Council (PAC).

DISCUSSION:

City Council recently approved a change order with the city's contractor, which establishes new contract milestones for the completion of the Tertiary improvements at the Water Reclamation Facility (WRF). As the City's consultant for Wage Compliance Services, Staff is requesting a contract amendment to extend these services through April 2024. This extension of services aligns with the new contract milestones that are described in the recent change order.

The City received a loan offer in late 2017 from the Idaho Water Pollution Control State Revolving Loan Fund (SRF) for Tertiary Improvement upgrades at the Water Reclamation Facility. This loan includes Davis Bacon wage requirements and carries wage compliance guidelines that require wage interviews and payroll tracking of the contractor's employees and subcontractors throughout the duration of the project.

The city is managing several consultant contracts for services related to construction of the WRF Tertiary project. Apart from the Contract Amendment with PAC, review of these contracts and their billing projections appear to align with the new contract completion dates agreed to by the city and the contractor. Project completion of the Tertiary Improvements project is anticipated in early 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This memo has been in progress since 2018. Below are the most recent items:

Change Order with Sletten to Adjust the schedule and for Cost escalation – 11/21/2023

Amendment to Allwest Contract for schedule Extension – 6/6/2023

Change Order with Sletten for Membrane Filtration Equipment Costs – 4/2/2023

Amendment to J-U-B Contract for Schedule Extension – 12/6/2022

Amendment to PAC Contract for Schedule Extension – 12/6/2022

Amendment to Allwest Contract for Schedule Extension – 9/6/2022

Change Order with Sletten for FRP Tank Costs – 8/9/2022

Change Order with Sletten to Add Backup Generators – 4/5/2022

APPROVED OR DIRECTION GIVEN:

Prior items were approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The total of this amendment is \$7,484. After applying the contract contingency, Council approval is

requested in the amount of \$3,835.60 and includes a contingency of \$1,871. Use of contingency funds require the approval of the Public Works Director or his Designee. The adjusted contract value with PAC will be \$91,678.

BUDGET CODE:

651-463.3213.90015

ATTACHMENTS:

1. WRF Tertiary - PAC Amendment 2

**AGREEMENT between
CITY OF POST FALLS and PANHANDLE AREA COUNCIL
for WAGE COMPLIANCE SERVICES
regarding the
POST FALLS WRF TERTIARY TREATMENT IMPROVEMENTS PROJECT

AMENDMENT #2**

The Agreement dated April 7, 2020, and Amendment #1 dated November 1, 2022, by and between the City of Post Falls, 408 Spokane Street, Post Falls, Idaho, a municipal corporation of the State of Idaho, hereafter called the City; and Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho, hereinafter called the Consultant, for labor monitoring services under the Post Falls WRF Tertiary Improvements Project, is hereby amended to change the *End Date* from December 31, 2023, to April 30, 2024. The project timeline extended beyond the control of both the City and PAC; therefore, certified payrolls will continue to be submitted.

This amendment is effective January 1, 2024, and will conclude April 30, 2024. Value for services remains at \$1,871.00 per month, for a total NTE of \$7,484.00 for services performed. All other Articles and Attachment A of the April 7, 2020, Agreement between the City and PAC remain.

THE OWNER
CITY OF POST FALLS

Ronald G. Jacobson, Mayor

Date

Attest

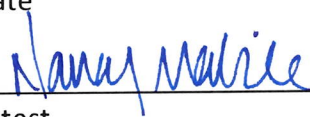
THE CONSULTANT
PANHANDLE AREA COUNCIL, INC.



Lloyd W. Jacobson, Executive Director

11/28/2023

Date



Attest

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Purchase Playground Equipment for Woodbridge Park

ITEM AND RECOMMENDED ACTION:

With the approval of the consent calendar, the City Council authorizes the Mayor to sign the quote with Northwest Playground Equipment for the purchase and installation of a new playground system at Woodbridge Park.

DISCUSSION:

The parks department is scheduled to replace the aging Woodbridge Park Playground this year. As part of the informal bid process, the city received 3 proposals for a replacement playground system. After reviewing the proposals, Northwest Playground Equipment was the lowest responsive vendor and provided two different options. The Park and Recreation Commission reviewed the options provided by Northwest Playground Equipment. The Commission recommended awarding the contract for the supply and installation of a new playground system utilizing the \$79,678.00 design (Option B). The proposed design will include separate play areas for children ages 2-5 and 5-12, along with a two-bay swing set for belts and bucket swings.

Funding will be provided through the council-approved general fund, Woodbridge replacement budget.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$79,678.00

BUDGET CODE:

001-443.0000.94180

ATTACHMENTS:

1. Woodbridge Playground RFP
2. Woodbridge Playground - Quote

CITY OF POST FALLS PARKS & RECREATION
REQUEST FOR BIDS
WOODBIDGE PARK PLAYGROUND SUPPLY AND INSTALLATION

Purpose:

The City of Post Falls will be accepting bids to include the **supply and installation** of a play system as designed, inclusive of the equipment structure, components, hardware, and incidentals, detailed technical installation instructions, certifications, warranties, and operations and maintenance manuals from the manufacturer.

Timelines:

Bid Submission Deadline: BIDS must be submitted to the City of Post Falls by 3:00 pm local time on Wednesday, November 21, 2023. Bids should be emailed to Robbie Quinn, Parks Planner, at rquinn@postfalls.gov.

Start of Construction: The estimated start of construction date for the project is spring/summer 2024.

Project Completion: The estimated completion date for the project is summer/fall 2024.

This request creates no obligation on the part of the City of Post Falls to award the contract. The City of Post Falls reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the City's interest.

Project Background:

The City of Post Falls will be relocating and replacing an existing playground, installing a shelter, and constructing an entry plaza to Woodbridge Park. Woodbridge Park is a 5.21-acre neighborhood park located in western Post Falls. The site has a parking lot, restroom, loop trail, and large open field primarily used for youth soccer. *A preliminary playground area has been developed for the project. These limits are somewhat flexible (larger or smaller) based on the proposed and selected playground submissions received.*

A. Playground Equipment Specifications:

- The designs and equipment must meet or exceed all current federal CPSC, ASTM, and IPEMA standards and conform to ADA requirements.
- At a minimum, the area should be designed for ages 2-5 and 5-12 and include a set of swings with two belt swing seats and one tot bucket seat.
- The footprint with a fall zone shall generally conform to the playground area, as outlined in Attachment A – Woodbridge Conceptual Layout.
- Equipment may include multiple climbing features, overhead/upper body features, slides, platforms, ramps, links, bridges, connecting sections, and panels. Components encouraging active play are more desirable, and functionally linked equipment is encouraged. Shade structures may be used. Innovative design and equipment are welcome.
- The equipment must not be wood or include roller slides.

- Bids shall provide a list of the components proposed for the playground equipment. Include structure and component model numbers, materials, color choice recommendations, protective area requirements, target age ranges, and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty, and any other relevant descriptive information. Please note that the ultimate color selection is at the sole discretion of the Buyer.
 - Theming is not required but is welcome if desired by the bidding company. However, aesthetics will be an important consideration.
- B. Safety Standard Requirements:** All playground equipment must meet the most current requirements in the following and documentation must be provided to that effect:
- American Society for Testing and Materials (ASTM) Specifications for Playground Equipment for Public Use
 - Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook
 - International Play Equipment Manufacturers Association (IPEMA) Certified
 - Access Boards Americans Disabilities Act (ADA) Accessibility Guidelines
 - Idaho Industrial Commission, Division of Building Safety, General Safety and Health Standards, Playgrounds, Sports Fields and Parks
- C. Project Budget:** The total cost allocated for the playground, *including* installation, is **\$80,000**. Any bid exceeding this amount will not be considered.
- D. Owner Responsibly:**
- The Owner shall be responsible for all necessary grading and drainage in the playground area.
 - The Owner shall be responsible for installing all playground curbing/edging and related playground access.
 - The Owner will provide and install 4" sand bedding and 12" engineered wood fiber (EWF) surfacing after the project before the playground safety audit occurs.
- E. Warranty:** It is the responsibility of the supplier to provide the City of Post Falls with a copy of the manufacturer's warranty of the proposed equipment. Warranty information must accompany the bid.
- F. Bid Submittals:** Each bid shall, at a minimum, include:
- Digital submission.
 - An itemized breakdown of all charges, including playground equipment, installation, and freight.
 - Minimum 11x17 color rendering of the design.
 - Plan sheets showing the entire design with dimensions, 2D and 3D preferred.
 - Minimum of two vantage points for renderings.
 - List of design components.
 - Copy of manufacturer's warranty and liability coverage.
 - Accessibility summary.
 - Approximate lead time.
- G. Selection Process:** City of Post Falls staff will review all submittals for bid compliance following the submission deadline.

H. Project Schedule:

- RFP Issued: Nov 1, 2023
- Bids due: Nov 21, 2023
- City Review Process: Dec/Jan 2023/24
- Council Approval: Jan 2024
- Delivery/Installation: Spring/summer 2024

I. Attachments: The following attachments are for reference and to aid in additional project understanding.

- Attachment A – Woodbridge Conceptual Layout
- Attachment B – City of Post Falls Standard Playground Installation Details

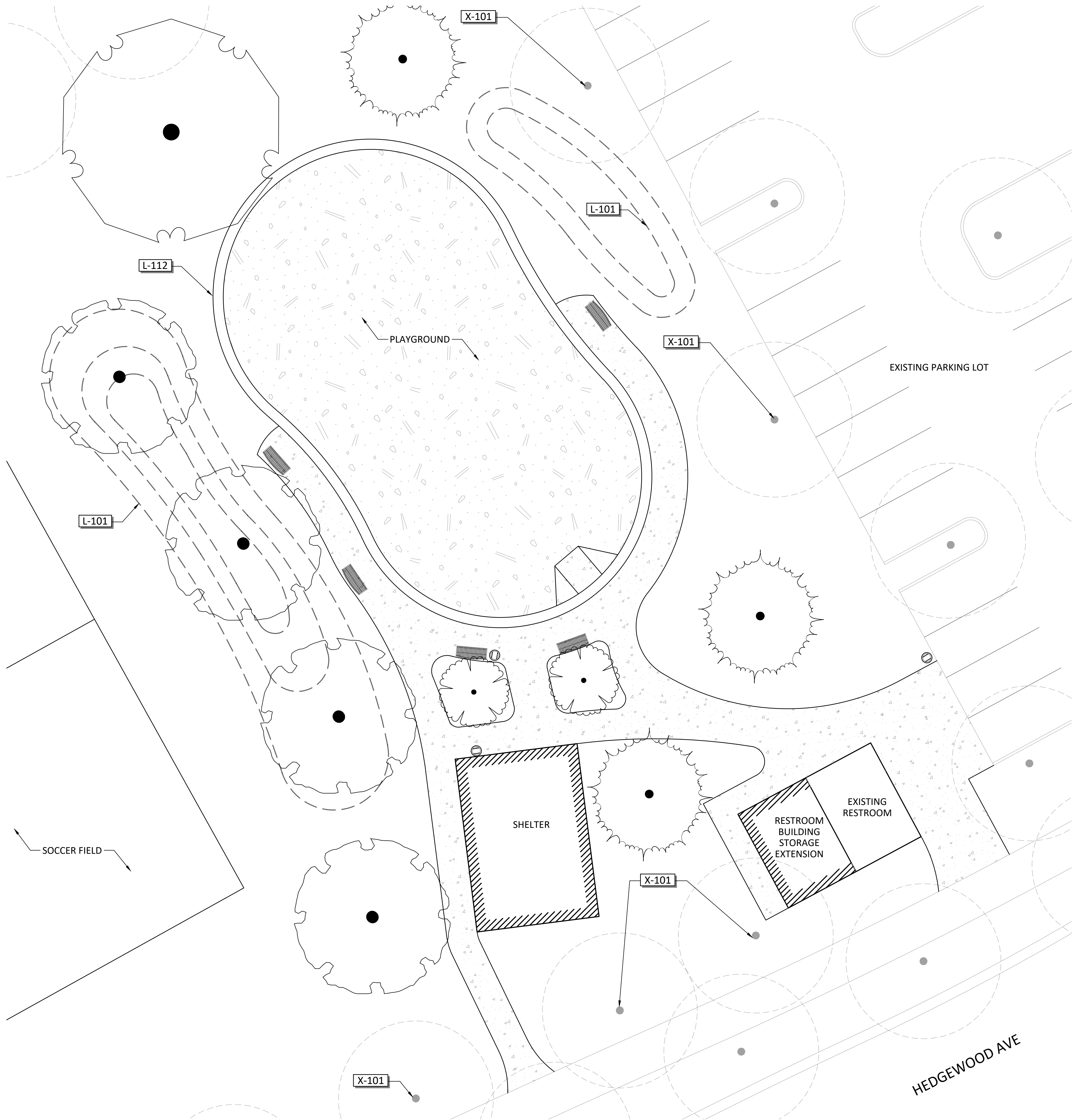
Questions during the bid process should be directed to Robbie Quinn; rquinn@postfalls.gov

10.30.23

Date



Robbie Quinn, Parks Planner



REFERENCE NOTES SCHEDULE

SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
L-101	LANDSCAPE BERM - 12" CONTOURS		
L-112	PLAY AREA CONCRETE EDGE - PER CITY STANDARD SD 3403	270 LF	

SYMBOL	EXISTING CONDITIONS DESCRIPTION	QTY	DETAIL
X-101	EXISTING TREE TO REMAIN (TYP) - PRESERVE AND PROTECT		

SYMBOL	SITE AMENITIES DESCRIPTION	QTY	DETAIL
[Bench Symbol]	BENCH - OWNER SUPPLIED	5	
[Trash Can Symbol]	TRASH RECEPTACLE - OWNER SUPPLIED	3	

SYMBOL	HARDSCAPE DESCRIPTION	QTY	DETAIL
[Concrete Symbol]	CONCRETE FLATWORK - 4" THICK 4" COMPACTED GRAVEL BASE	3,431 SF	

SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
[Sand Symbol]	PLAY AREA - 4" SAND BASE 12" EWF	4,747 SF	

WOODBRIDGE PLAYGROUND & SHELTER

750 N SILKWOOD DR.

SITE PLAN

DATE:	10.30.23
REVISIONS	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

SHEET NAME:	SITE PLAN
DRAWN BY:	RQ
CHECKED BY:	RQ
SHEET:	1.0
SCALE:	1" = 10' - 0"

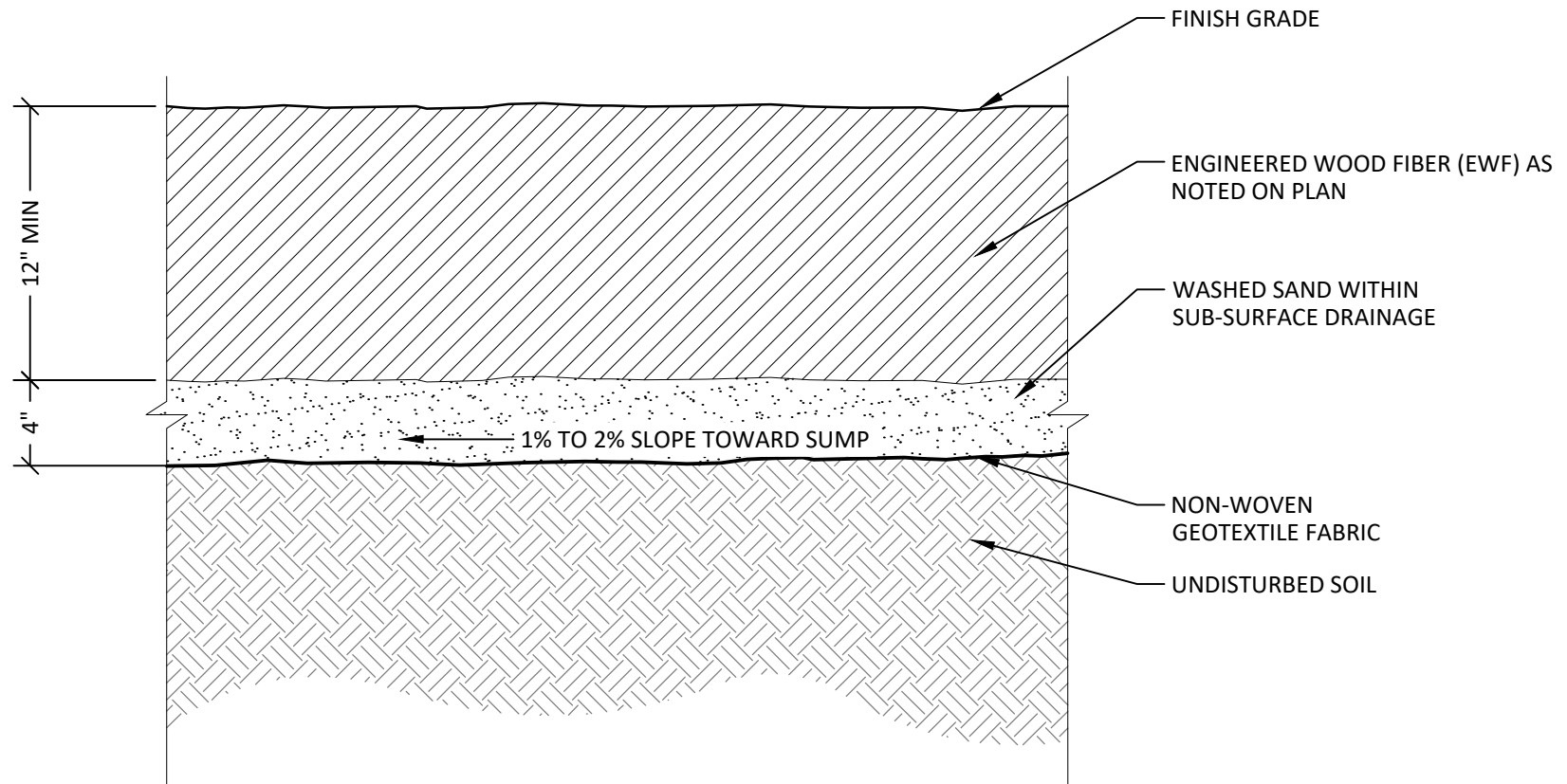
Attachment B

CITY OF POST FALLS STANDARD DETAILS FOR PARK CONSTRUCTION



PLAYGROUND

STANDARD DRAWINGS
3400'S



NOTES:

1. CONTRACTOR TO EXCAVATE SOILS IN PLAY SURFACE AREA AND PREPARE SUBGRADE TO RECEIVE PLAY EQUIPMENT, SAND, AND ENGINEERED WOOD FIBER.
2. VERIFY PLAY SURFACE FINISH GRADE AND CONCRETE EDGE FINISH GRADE PRIOR TO EXCAVATION.

APPROVED BY:

 PARKS DIRECTOR
 DATE: 01/04/21

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

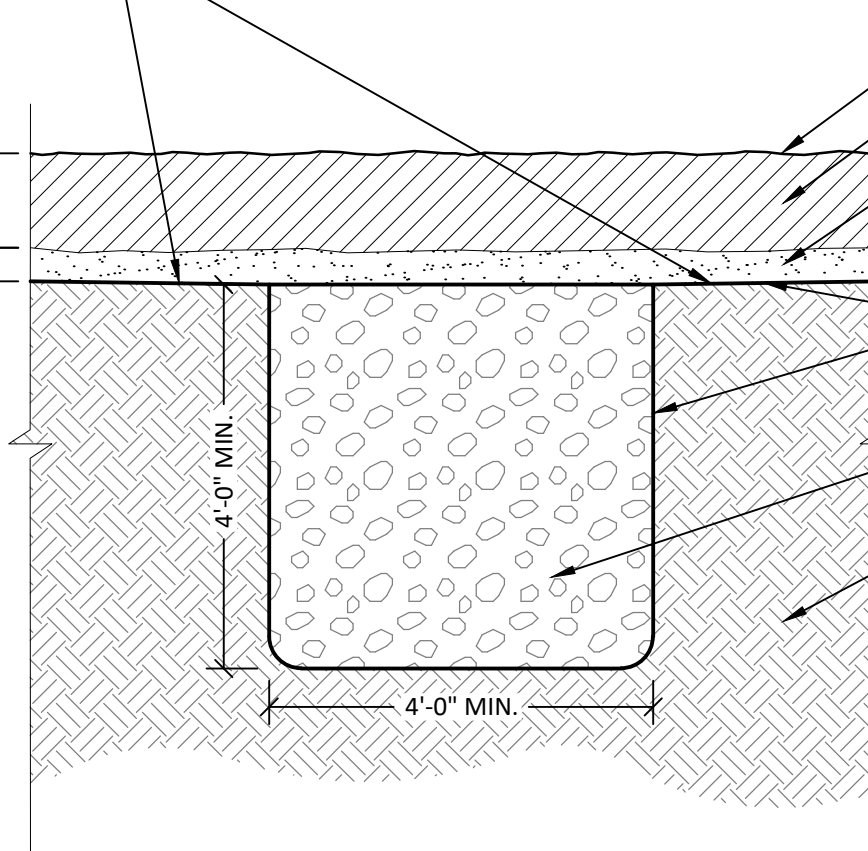
PLAY AREA SURFACE - EWf

STANDARD DRAWING
 NO. SD 3401

1% TO 2% SLOPE TOWARD SUMP

VARIES
(AS NOTED
ON PLANS)

4"



FINISH GRADE

ENGINEERED WOOD FIBER (EWf)
AS NOTED ON PLAN

WASHED SAND WITHIN SUB-
SURFACE DRAINFIELD

NON-WOVEN GEOTEXTILE
FABRIC (BENEATH SAND AND
SURROUNDING SUMP)

4' X 4' X 4' SUMP: FILLED
WITH 1-1/2" CLEAN RIVER ROCK

UNDISTURBED SOIL

4'-0" MIN.

4'-0" MIN.

NOTES:

1. LARGER PLAY GROUND AREAS MAY REQUIRE LARGER GRAVELS SUMPS, OR MULTIPLE GRAVEL SUMPS

APPROVED BY:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

[Signature] 01/04/21

PARKS DIRECTOR

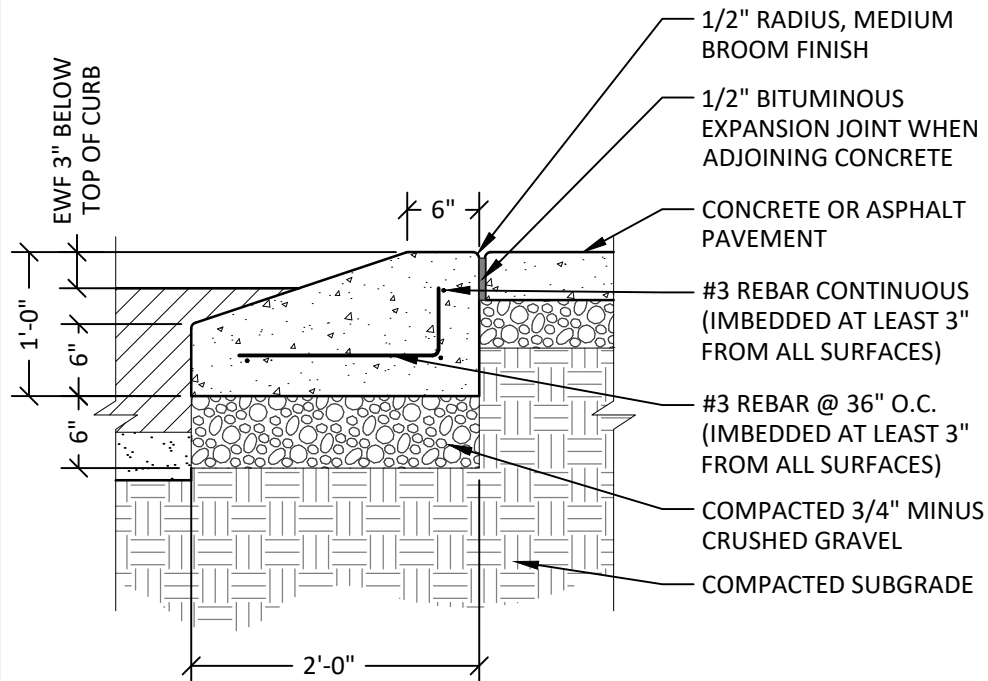
DATE:

PLAY AREA SUMP

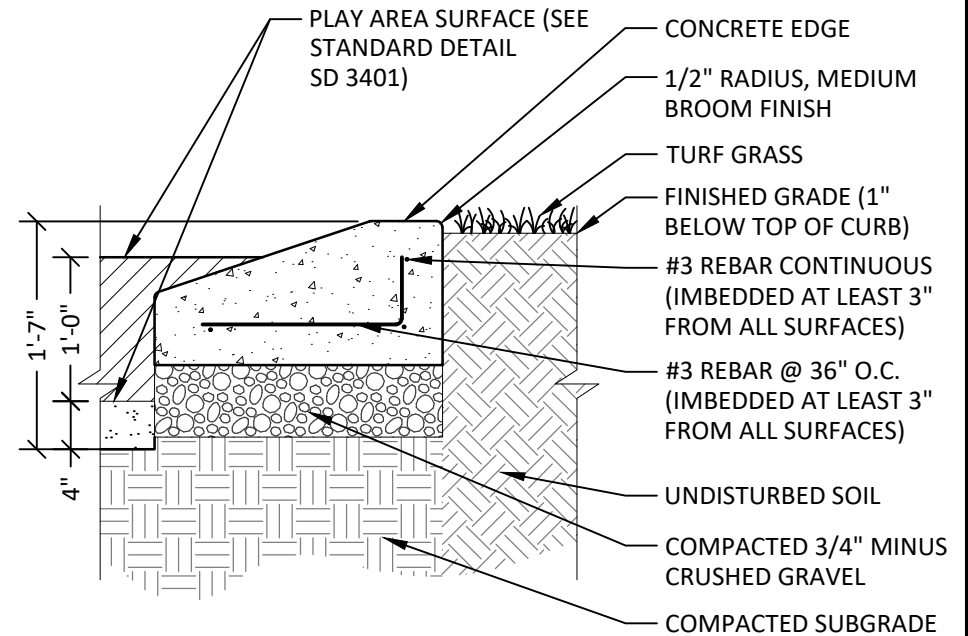
STANDARD DRAWING

NO. SD 3402

ADJACENT TO CONCRETE OR ASPHALT



ADJACENT TO LANDSCAPE



NOTES:

1. FELT EXPANSIONS JOINTS ARE REQUIRED AT PLAY AREA ACCESS RAMP.
2. CONTROL JOINTS ARE REQUIRED EVERY 10 FEET.

APPROVED BY:

[Signature] 01/04/21

PARKS DIRECTOR

DATE:

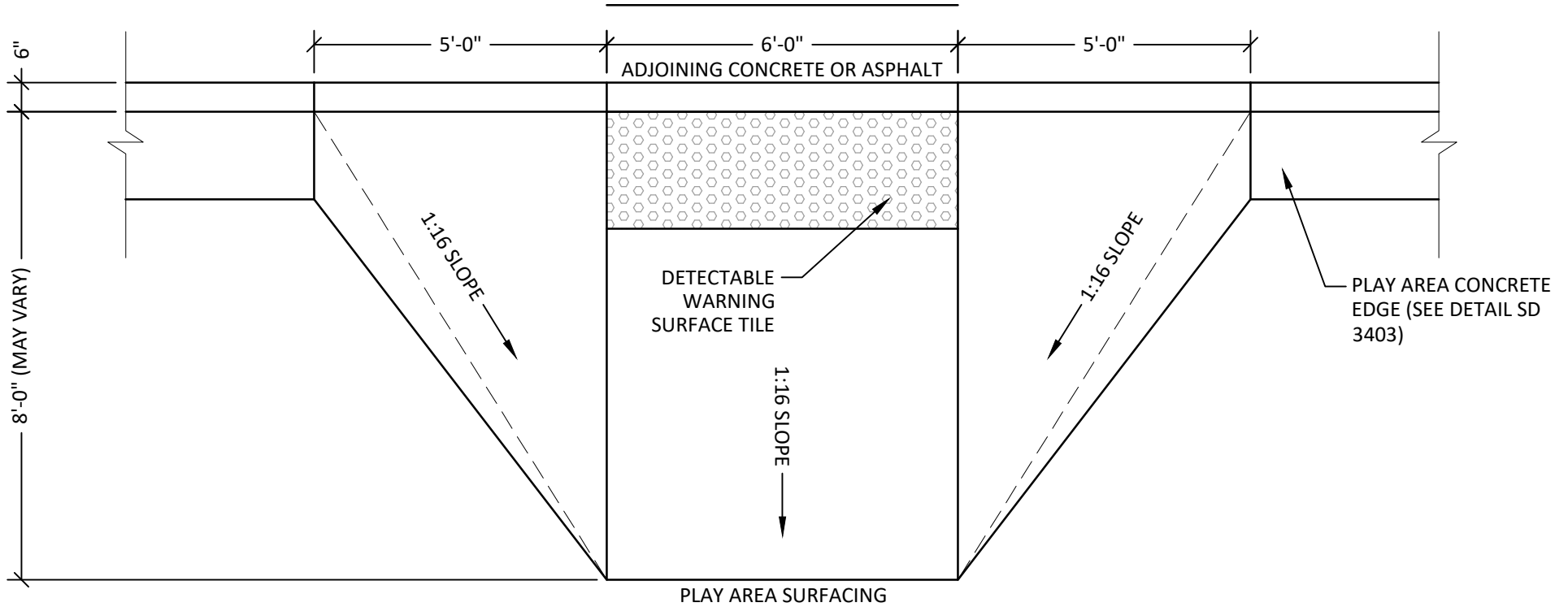
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

PLAY AREA CONCRETE EDGE

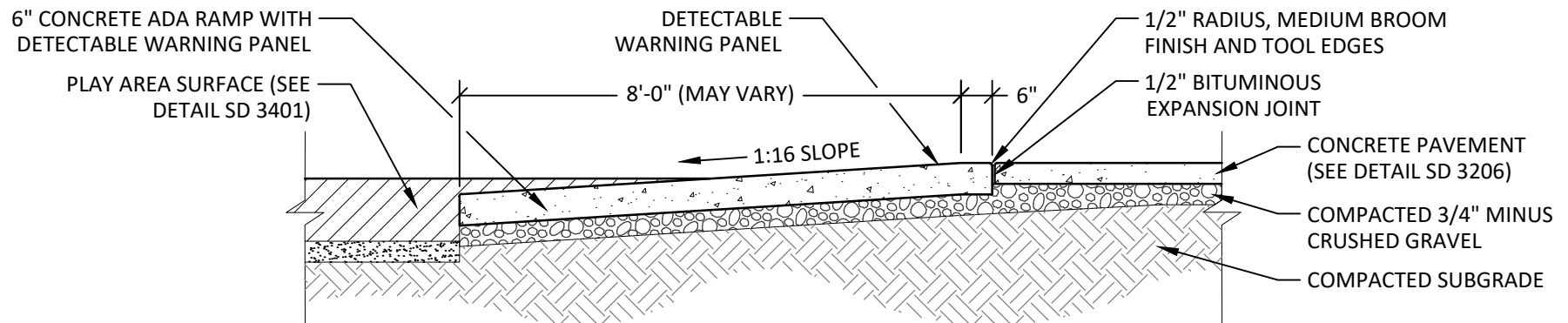
STANDARD DRAWING

NO. SD 3403

PLAN VIEW



SIDE ELEVATION



APPROVED BY:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

[Signature] 01/04/21

PARKS DIRECTOR

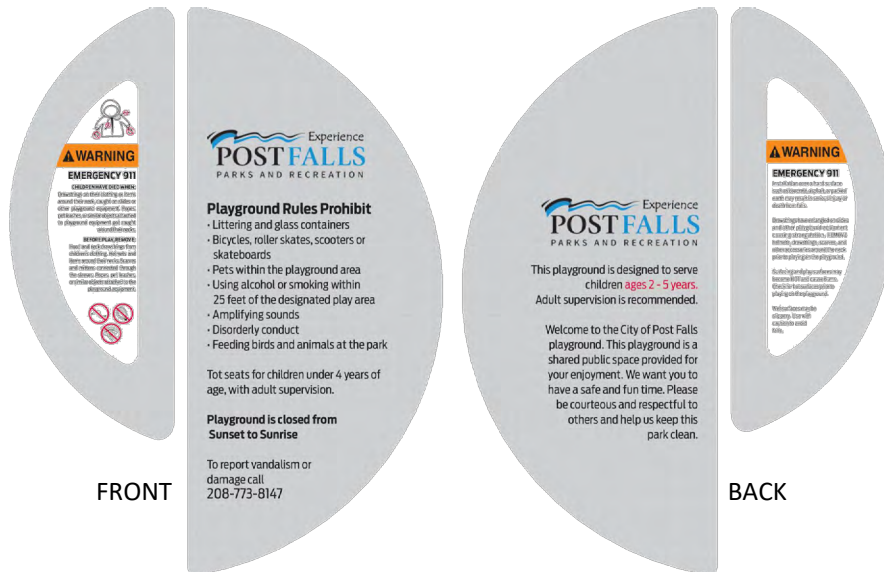
DATE:

PLAY AREA ACCESS RAMP

STANDARD DRAWING

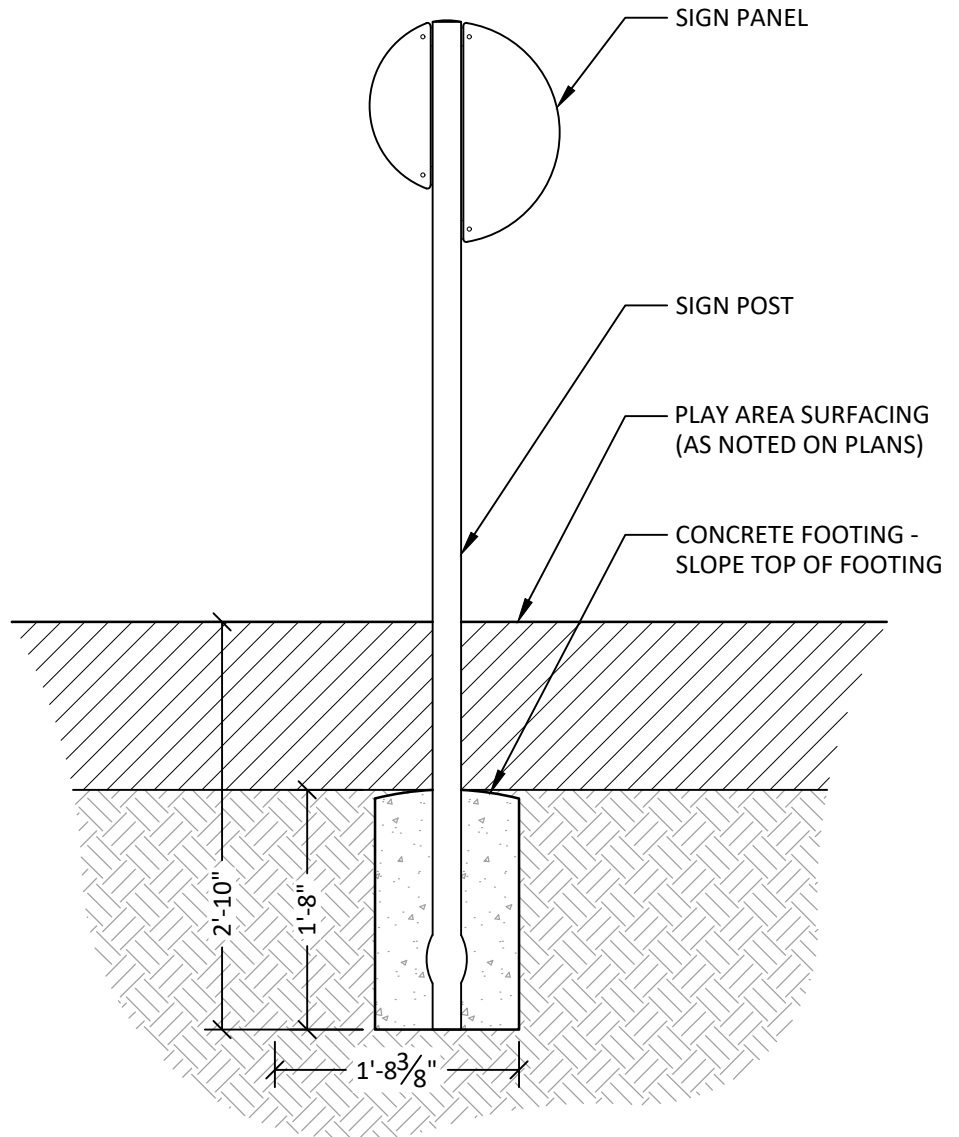
NO. SD 3404

SIGN PANEL EXAMPLE



NOTES:

1. ALL CITY PLAYGROUNDS MUST HAVE SIGNAGE PER ASTM 1487-11:14.0 AND 15.0
2. SAFETY SIGNS SHALL BE PLACED SO THEY ARE READILY VISIBLE TO THE INTENDED VIEW AND ALERT THE VIEW OF THE POTENTIAL HAZARD IN TIME TO TAKE APPROPRIATE ACTION.
3. FREESTANDING SIGNS SHALL BE LOCATED OUTSIDE OF THE EQUIPMENT USE ZONE.
4. RULES SIGN SHALL BE "WELCOME SIGN", MODEL #182504 BY LANDSCAPE STRUCTURES.
5. SEE MANUFACTURERS INSTALLATION INSTRUCTIONS FOR FURTHER INFORMATION.
6. SIGN POST COLOR WILL VARY FROM SITE TO SITE AND SHALL COORDINATE WITH THE ASSOCIATED PLAYGROUND STRUCTURE.
7. CUSTOM CITY OF POST FALLS SIGN PANEL LAYOUT SHALL BE PROVIDED BY CITY STAFF FOR TWO AGE GROUPS: 2 TO 5 AND 5 TO 12.



APPROVED BY:

[Signature] 01/04/21

PARKS DIRECTOR

DATE:

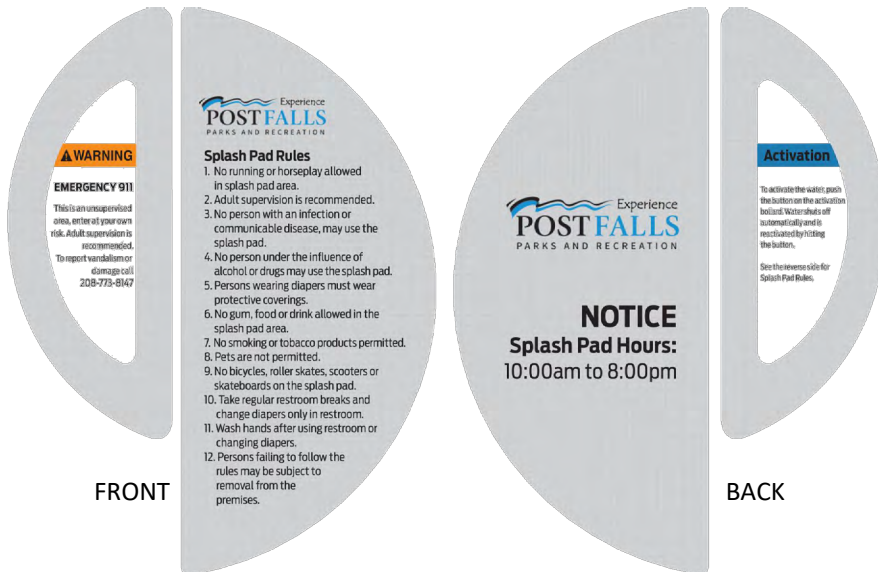
POST FALLS STANDARDS FOR PARKS CONSTRUCTION

PLAYGROUND RULES SIGN

STANDARD DRAWING

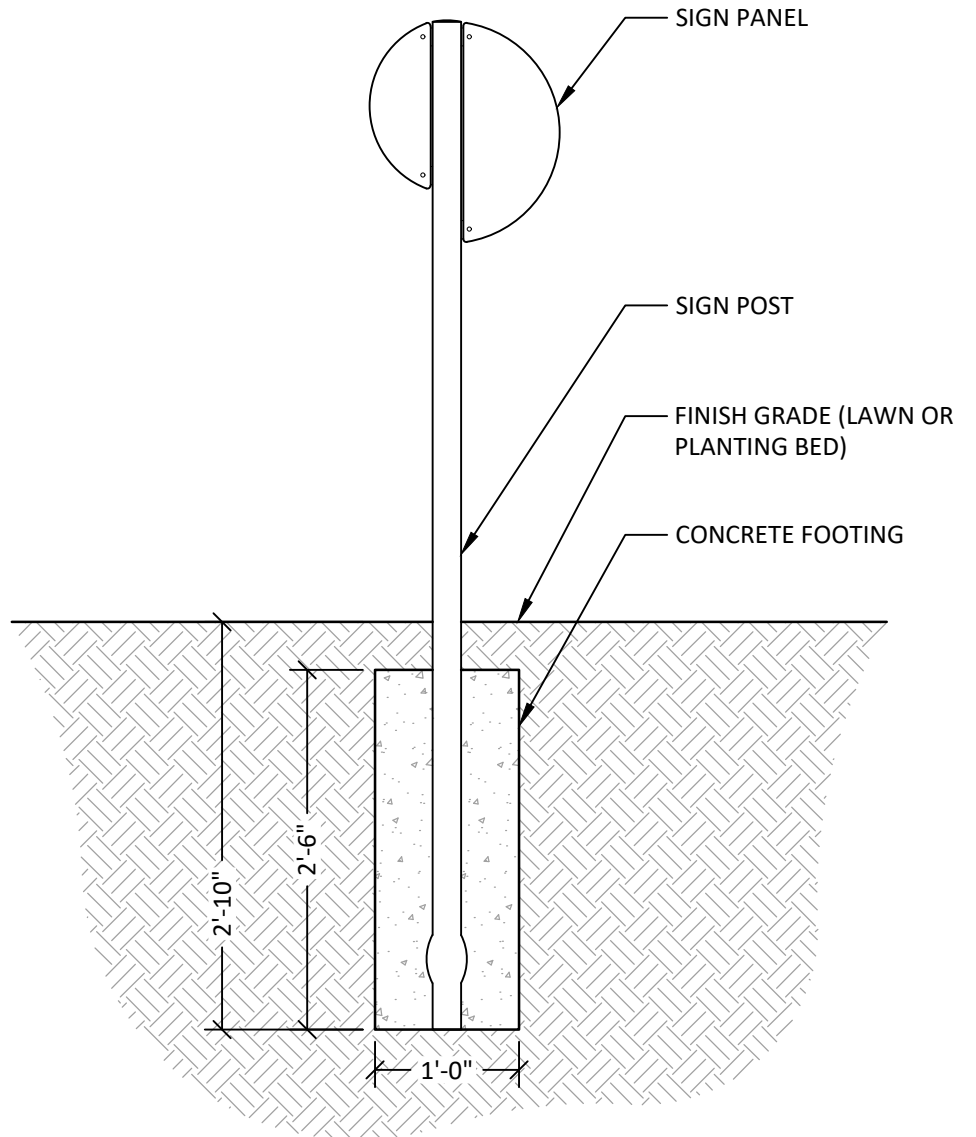
NO. SD 3405

SIGN PANEL EXAMPLE



NOTES:

1. ALL CITY PLAYGROUNDS MUSH HAVE SIGNAGE PER ASTM 1487-11:14.0 AND 15.0
2. SAFETY SIGNS SHALL BE PLACED SO THEY ARE READILY VISIBLE TO THE INTENDED VIEW AND ALERT THE VIEW O THE POTENTIAL HAZARD IN TIME TO TAKE APPROPRIATE ACTION.
3. FREESTANDING SIGNS SHALL BE LOCATED OUTSIDE OF THE EQUIPMENT USE ZONE AND SPLASH ZONE.
4. RULES SIGN SHALL BE "WELCOME SIGN", MODEL #182504 BY LANDSCAPE STRUCTURES.
5. SEE MANUFACTURES INSTALLATION INSTRUCTIONS FOR FURTHER INFORMATION.
6. SIGN POST COLOR WILL VARY FROM SITE TO SITE AND SHALL COORDINATE WITH THE ASSOCIATED SPLASH PAD COLORING.
7. CUSTOM CITY OF POST FALLS SIGN PANEL LAYOUT SHALL BE PROVIDED BY CITY STAFF.



APPROVED BY:

[Signature] 01/04/21
PARKS DIRECTOR DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

SPLASH PAD RULES SIGN

STANDARD DRAWING

NO. SD 3406



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 642-8117
Email: sales@nwplayground.com

QUOTE

To: Post Falls, City of
Re: Woodbridge Playground

Quote # KW-11202023-00004592

Date: 11-20-2023

Quote Name: Woodbridge Playground - Option B

Bill To: 408 Spokane St.
Post Falls, ID 83877

Site Address: &50 N Silkwood Dr, Post Falls, ID

Name: Robbie Quinn
Email: rquinn@postfallsidaho.org

Phone: 2086401533
Cell:

Item #	Qty	Description	Price	Total Price
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EQUIPMENT

Playworld

ZZXX0151	1	SPINAMI	\$6,520.00	\$6,520.00
ZZXX0260	2	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	\$163.00	\$326.00
ZZXX0265	2	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	\$283.00	\$566.00
ZZXX0931	1	5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	\$2,943.00	\$2,943.00
ZZXX0933	1	5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	\$1,931.00	\$1,931.00
350-2221	1	Tot Lot	\$20,288.00	\$20,288.00
350-2100	1	Aanyah's Adventure	\$27,701.00	\$27,701.00

Equipment Subtotal (less tax): \$60,275.00

ADDITIONAL DISCOUNT

Playworld	NPEI	20%	(\$12,055.00)
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FREIGHT

Playworld	Freight	\$8,100.00
Equipment Total (less tax):		\$56,320.00

CERTIFIED INSTALLATION

Deluxe Install	1	Deluxe Installation of Listed Playworld Systems Equipment and --- Price Includes Receiving Equipment and Offloading Onsite, Installation Through -----, Disposal of Dirt from Holes and Debris Offsite. Customer is Responsible for all Permits or Fees. Quote doesn't include Site Prep	\$23,358.00	\$23,358.00
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Standard

Performance Bond (If Required):		3.0%	
Credit Card Fee (If Required):		3.5%	
Location Code:	Resale Certificate Required for Tax Exemption:	Tax:	%
			\$0.00

Installation Total: \$23,358.00

ORDER TOTAL: \$79,678.00



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 642-8117
Email: sales@nwplayground.com

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)
The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Karen Weiser
Sales Rep

Customer Signature

Date



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 642-8117
Email: sales@nwplayground.com

Project Name: Woodbridge Playground

Quote # KW-11202023-00004592

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 10 days.

Orders placed or requested for delivery after 10 days are subject to Steel and Material price increases and Surcharges.

*** (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees
Performance/Payment Bonds
Site work and landscaping
Removal of existing equipment
Unloading; Receiving of inventory or equipment; Storage of equipment
Safety surfacing; Borders or drainage requirements
Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

*** (Pls Initial) **Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck**

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

*** (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions:

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Karen Weiser

Sales Rep

Customer Signature

Date

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Housing Company Zone Change Reasoned Decision File No. ZC-23-1

ITEM AND RECOMMENDED ACTION:

Approve the Reasoned Decision that corresponds with the July 5th, 2023 Public Hearing.

DISCUSSION:

On July 5th, City Council approved the requested rezone of approximately 1.16 acres in the City of Post Falls from the Medium Density Residential (R2) and Community Commercial Service (CCS) to the requested SmartCode 5 (SC5) zoning district.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 5th, 2023

APPROVED OR DIRECTION GIVEN:

The Reasoned Decision memorializes the decision made on July 5th.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 2023.12.19 The Housing Company ZC-23-1 CC RD

**THE HOUSING COMPANY
FILE NO ZC-23-1**

**City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Nate Wheeler

LOCATION: The property is generally located at the SW corner of Catherine St. and Seltice Way.

REQUEST: Request approval to rezone approximately 1.16-acres from a mix of Medium Density Residential (R-2) and Community Commercial Service (CCS) to the SmartCode 5 (SC5) zoning district to construct mixed-use multifamily community.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Vicinity Map
5. A-5 Authorization Letter
6. A-6 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFHD Comments
11. PA-2 YPL Comments
12. PA-3 KCFR Comments
13. PA-4 PFSD Comments
14. PA-5 DEQ Comments
15. PZ Staff Report
16. Testimony at the July 5, 2023 City Council ("Council") public hearing including:

The public hearing was noticed correctly and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the City Council in their application of City Code sections 18.16.010 and 18.20.100.

Jon Manley, Planning Manager

Mr. Manley presented a staff report and testified that the Council needs to review and approve the request to rezone approximately 1.16 acres in the City of Post Falls. The area is presently zoned for Medium Density Residential (R2) and Community Commercial Service (CCS), and the request is to rezone it to the SmartCode 5 (SC5) zoning district. The Planning and Zoning Commission has already forwarded a zoning recommendation for the requested

zoning. Mr. Manley explained that the location is on the southwest corner of Catherine St. and Seltice Way. The site currently has an older vacant commercial building as well as some older multi-family housing that is occupied.

According to Mr. Manley, the city of Post Falls will be providing water and sewer to the site. The site is located over the Rathdrum Prairie Aquifer. To the north, west, and east, there is more Community Commercial Service (CCS), and to the west and south, there is some High Density Residential (R3) zoning. Additionally, there is some other SmartCode 5 (SC5) zoning to the Southeast.

Mr. Manley provided testimony about how staff reviews zone changes. He mentioned that they consider relevant review criteria. He explained that the area in question is designated as Business/Commercial within the Seltice Central focus area on the future land use map. This designation supports a mixture of moderate to high-density housing types that are within walking distance of the city center, neighborhood center, and commercial corridors. Additionally, this area provides other amenities within Post Falls such as civic uses. Mr. Manley noted that all of these amenities are within walking distance of the site, including those along Seltice, Spokane St., and south along 7th. Lastly, he informed the council that the SC5 zone is an implementing zoning district for the Business/Commercial designation.

Mr. Manley accentuated that the proposal aligns with the applicable focus area. He explained that the Seltice Central focus area specifically calls out encouraging high density residential units in this area. He noted that the area also promotes development patterns that improve pedestrian connectivity to the commercial core and that the city should seek opportunities to coordinate investment in this area. He explained that the proposal satisfies those aspects of the focus area.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goals one, seven, and fourteen to possibly be relevant and applicable goals. He testified that policies one, two, eight, twenty, and eighty-six, may be appropriate for consideration by the Commission.

During his testimony, Mr. Manley emphasized that zoning decisions should take into account important factors such as street classification, traffic patterns, existing development, future land uses, community plans, as well as geographic or natural features. He explained that Seltice Way is classified as a Principal Arterial Roadway and pointed out that the site's proximity to this roadway would help with future traffic patterns. This is because it would allow for the distribution of traffic to and from the subject site.

Mr. Manley explained further that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained that the site is located along Seltice Way (Principal Arterial), so commercial and high-density residential are appropriate for this location.

Mr. Manley testified that 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. He said this is not an applicable criterion as they do not ask for those proposed zoning designations.

Mr. Manley testified that the last criterion is Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning. During his testimony, Mr. Manley stated that the final criterion for industrial zoning is usually assigned to properties that have easy access to major transportation routes and are typically situated away from residential areas. He mentioned that they are not requesting industrial zoning and hence, this criterion does not apply.

Mr. Manely testified that all agencies have been notified, noting that Kootenai County Fire coordinates with the city upon development, and the Post Falls Highway District, Post Falls School District, DEQ, and Yellowstone Pipeline had no comment or remained neutral.

Mr. Manley discussed a proposal for a current establishment along Seltice Way. He explained that the proposal aims to improve points of conflict on Southeast way with Redevelopment by relocating the establishment's egresses off the seventh of the rear.

Nate Wheeler, The Housing Company, Applicant

Mr. Wheeler, representing a housing company from Boise, Idaho, along with business partners and supporters, presented a proposal for an affordable housing project. He outlined the company's history, established in 1990, highlighting their experience in developing over 40 projects and managing additional properties, with a focus on long-term retention rather than selling. The company has developed over 1,600 units in 40 communities, emphasizing the significant need for affordable housing in Idaho, estimated at 25,000 units.

Mr. Wheeler detailed a specific project proposal to construct 32 new affordable housing units, mentioning an existing project in Post Falls from 1992. He presented plans for redeveloping a site with condemned gas tanks and several buildings, proposing to clear and flatten the area for the new construction. The project includes changes to local traffic patterns to improve flow and minimize disruptions.

He also shared traffic impact studies and parking space analyses to address potential concerns, using data from similar properties managed by St. Vincent de Paul. The proposed development would add a minimal number of vehicles to the daily traffic, with a net impact of 17 vehicles per day.

Mr. Wheeler presented visual representations of the proposed buildings and site plans, emphasizing that the designs were conceptual. He also highlighted the project's proximity to various community services, including educational, food, and retail options, noting the accessibility to public transportation. The proposal aims to revitalize the area, offering a modern and visually appealing development that meets the growing need for affordable housing in the region.

Public Testimony: The Mayor opened the hearing for public testimony.

James Casper

Mr. Casper, the executive director at Habitat for Humanity of North Idaho, spoke about the importance of affordable housing. He highlighted how difficult it is for people with lower incomes to find suitable housing due to rising rents and stagnant wages. He also mentioned how traditional builders are slowing down and supply is becoming scarce. Mr. Casper further discussed the parking situation at their location in Hayden, noting that while they have fewer parking spaces than modern standards recommend, it works fine for their business. He suggested that arbitrary codes and standards often do not reflect the practical realities of a situation, and urged the community to support non-profits and businesses that are committed to making affordable housing projects successful in the long run.

Christina Petit

Ms. Petit, representing the Post Falls Chamber of Commerce and its board of directors, expressed their support for the zoning change required to complete the St. Vincent de Paul North Idaho Workforce housing project. She highlighted the pressing need for affordable housing in the area, which has been causing staffing shortages and forcing businesses to

cut back on their operations. She cited examples of businesses across different sectors, such as Tedder Industries, Oval Office, Northwest Specialty Hospital, and the Post Falls Police Department, all of whom are struggling to find housing for their employees. Ms. Petit also emphasized the aesthetic upgrade that this project would bring to the area. She urged the council to support the rezoning of the project for the benefit of the business community and the overall health of the community.

Mark Woodworth

Mr. Woodworth shared his positive experiences with Saint Vincent De Paul as a business community member and supporter of non-profits. He praised the organization for its ability to connect individuals with services and help them become independent. Mr. Woodworth believes that Saint Vincent De Paul is well-equipped to tackle workforce housing for those on the edge of poverty in the community. He noted the organization's successful management of properties throughout the county and beyond, and its ability to create viable neighborhoods. Mr. Woodworth urged the council to support the project, which he believes will help more people regain independence and pride in taking care of themselves and their families.

Samantha Steigleder

Ms. Steigleder expressed her concerns about the parking situation for the property under discussion. She mentioned that she was unable to find any information about parking in the packet provided. She thought that 17 additional cars per day for a 30+ unit property, along with the addition of commercial spaces, seemed insufficient. She was worried that with the removal of parking spots, there might not be enough parking for tenants and customers, leading to more traffic on residential roads. She also mentioned that most commercial spaces on Seltice Way are on Seltice proper, and driving off of Seltice onto a residential road might lead to more traffic. She expressed concern about the number of additional cars that the commercial spaces might bring in.

Rebuttal:

Nate Wheeler, The Housing Company, Applicant

Mr. Wheeler provided further details about the proposed affordable housing project. Based on their research, he clarified that the 32 new housing units would add only 17 vehicles to local traffic. He assured that there would be sufficient parking, including on-street parking spaces. In response to a question from the Council, Wheeler admitted that no traffic study was conducted when the thrift store previously occupied the site. He also mentioned plans to improve access points on Seltice to facilitate better traffic flow.

Mr. Wheeler responded to an inquiry from the Council regarding unit sizes and rent. He specified that the units would range in size from 620 sq. ft. to 1,200 sq. ft. He emphasized that rents would adhere to federal guidelines.

Addressing the Council's question about tenant tenure in their other properties, Mr. Wheeler noted that tenants tend to stay for more extended periods. This stability is attributed to modest rent increases, which require approval from the housing authority, and the tenants' growing sense of community investment.

In response to the Council's question about their experience with projects that include a commercial aspect, Mr. Wheeler admitted that they hadn't undertaken such projects before and would need to provide more information later.

A council member raised a concern about whether the project incentivizes tenants to remain in lower income brackets. Mr. Wheeler clarified that they are bound by IRS regulations, which restrict their ability to influence tenants' movements across income brackets.

Mr. Wheeler highlighted the project's commitment to community integration, adherence to regulations, and focus on long-term tenant stability.

Deliberations: The Mayor closed the hearing upon completion, and the Council progressed to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") §§ 18.16.010 and 18.20.100.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

Based on the testimony provided and the staff report, the Comprehensive Plan's Future Land Use Map designates this area as Business/Commercial within the Seltice Central Focus Area. The Council has determined that the applicable focus area promotes higher-density residential uses in the area, which would support retail and commercial uses, and this proposal aligns with that objective. No evidence to the contrary was provided.

The Council also recognizes that SC5 zoning is an implementing zoning district that follows the key policies of the Seltice Central Focus Area. Therefore, the proposed SC5 zoning is in accordance with the Future Land Use Map.

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

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

Goals:

Goal 7: The goal is to plan and establish suitable types and amounts of land uses in Post Falls, which will meet the community's needs and ensure the city's long-term sustainability. The Council has identified this area as suitable for higher density development, as it is conveniently located within walking distance of commercial and service needs. Therefore, this proposal aims to allocate land use types that will support the community's needs and promote the growth of the local economy, thus ensuring the city's long-term sustainability.

Policies:

Policy 1: We should support land use patterns that foster the long-term fiscal health of the community and maintain and enhance the quality of life for residents. The proposed rezoning will provide an opportunity for new businesses to establish themselves in the area, which will help to support the community's long-term fiscal health. Additionally, the proposed SC5 zone and mixed-use residential project will enhance the quality of life for residents in the area by creating a work/live area.

Policy 8: This policy aims to promote the development of compatible infill projects and the redevelopment of vacant and under-utilized properties within the city's limits. This site is an example of compatible infill development of an under-utilized property.

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

Streets/Traffic:

Seltice Way is a classified Principal Arterial Roadway. There is sufficient capacity on Seltice Way to meet anticipated growth requirements in the area beyond the year 2035 (City of Post Falls current Transportation Master Plan Model), with planned improvements. Rezoning the subject property to SC5 would not materially alter projected traffic patterns, volumes, or levels of service.

Compton St., Catharine St., and 7th Ave. are local roads that can direct traffic to nearby arterial roadways such as Seltice Way and Spokane St.

The existing traffic signal at the intersection of Seltice Way/Compton St. and the right turn allowance from 7th Ave. to Spokane St. will benefit future traffic patterns to and from this site. from the existing traffic signal at the intersection of Seltice Way / Compton St., along with a right turn allowance to Spokane St. From 7th Ave.

Water and Sanitary Sewer:

The City of Post Falls has confirmed that water service and sanitary sewer service are currently available on the property. The requested zoning for the property is in line with the City's Water and Water Reclamation Master Plans.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements, or Sewer Surcharges. The City's Water and Water Reclamation Systems can cater to the property's needs, and the City is happy to provide its services to the property at the requested zoning designation. The proposed zoning aligns with the land uses predicted within the City's Master Planning. Please note that the current capacity of the City's Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

The SmartCode SC5 as proposed is located near commercial and high-density residential areas that have similar uses. As a result, it is compatible with current and future developments.

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

The Council has determined that the site is situated next to Seltice Way, which is a principal arterial road and is also located near the I-90 Interchange at Spokane Street (Exit 5). As a result, the proposed development would be in compliance with the criterion of placing commercial and higher density residential structures along streets with a higher road classification.

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

The Council determined that this criterion is not applicable to the request.

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

The Council finds this criterion inapplicable to the request.

D. REASONED DECISION OF THE CITY COUNCIL:

ZC-23-1, The Housing Company Zone Change: Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds and hereby approves the applicant's request to rezone the subject property from a mix of Medium Density Residential (R-2) and Community Commercial Services (CCS) to the SmartCode 5 (SC5) zoning.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: DeAtley Grant of Easement W. Seltice Way ANNEX-23-1

ITEM AND RECOMMENDED ACTION:

Approve the provided/required easement for the DeAtley Annexation

DISCUSSION:

This legal description is for only the required easement needed for the W. Seltice Way

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

12/5/2023 the Annexation Agreement was approved by City Council

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. DeAtley West Seltice Way Grant of Easement

GRANT OF EASEMENT

DeAtley Annexation

W. Seltice Way

File No. ANNX-23-1

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

W. Seltice Way:

As described in the attached Exhibit A, and as depicted in Exhibit B.

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2023.

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Eucon Corporation

By 
Angela Cromer, CFO

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

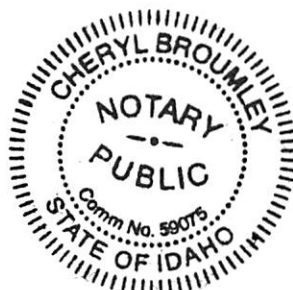
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)
:ss
County of Kootenai)

On this 13th day of December 2023 before me, a Notary for the State of Idaho, personally appeared **Angela Cromer**, known, or identified to me to be the **CFO of Eucon Corporation**, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that she executed the same on behalf of **Eucon Corporation** and that she is duly authorized to do 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: Nez Perce County
Commission Expires: 10/01/2023

EXHIBIT A

UTILITY, SIDEWALK AND STORM DRAINAGE EASEMENT

AN EASEMENT FOR UTILITY, SIDEWALK AND STORM DRAINAGE OVER A 15.00 FOOT WIDE STRIP OF LAND, BEING A PORTION TRACT 22, GREENACRES PLAT NO. 10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER IN BOOK "B" OF PLATS, PAGE 100, KOOTENAI COUNTY, IDAHO OFFICIAL RECORDS, AND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SECTION 32 NORTH 00°55'10" WEST 56.93 FEET; THENCE LEAVING SAID WEST LINE NORTH 89°04'50" EAST 81.42 FEET TO THE NORTHEAST RIGHT-OF-WAY INTERSECTION OF NORTH PLEASANT VIEW ROAD AND WEST SELTICE WAY; THENCE ALONG THE NORTH RIGHT-OF-WAY OF SAID WEST SELTICE WAY SOUTH 88°24'21" WEST 16.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°31'41" WEST 16.85 FEET, THENCE SOUTH 88°24'21" EAST 194.29 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK 1 OF BOULDER PARK SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, IN BOOK I, PAGE 457-457A; THENCE ALONG SAID WEST LINE SOUTH 00°55'10" WEST 15.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY OF SAID WEST SELTICE WAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY NORTH 88°24'21" WEST 186.78 FEET TO THE POINT OF BEGINNING,

CONTAINS 2,858 SQ. FT, OR 0.066 ACRE MORE OR LESS.

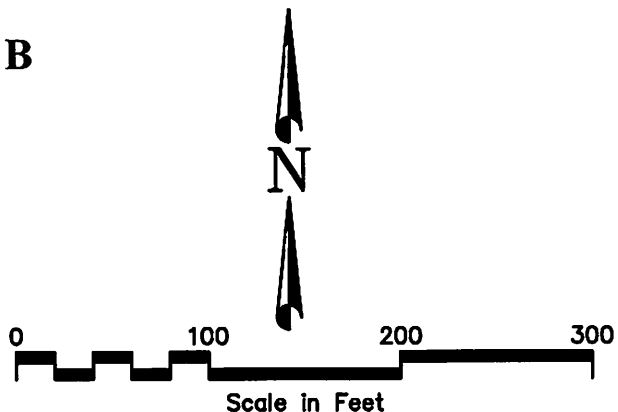
DESCRIPTION PREPARED BY

JAMES V. WEHDE, PLS
IDAHO REGISTRATION NO. 9572
10 WEST LAND SURVEYING & MAPPING, INC.
410 S FOREST GLEN BLVD.
POST FALLS, ID 83854

EXHIBIT B

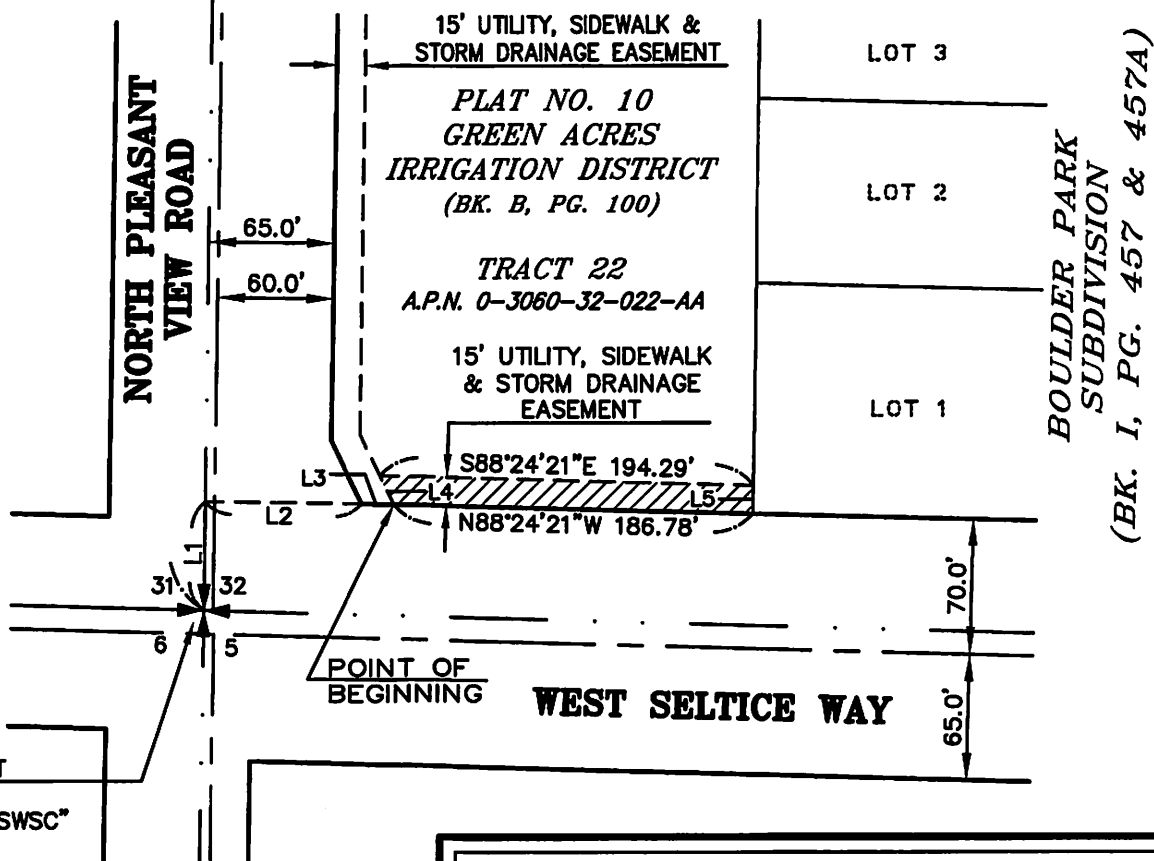
FOUND 3/4"
ALUMN. CAP
STAMPED "W 1/4"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°55'10"E	56.93'
L2	S89°04'50"E	81.42'
L3	S88°24'21"E	16.85'
L4	N25°31'41"W	16.85'
L5	S00°55'10"W	15.00'

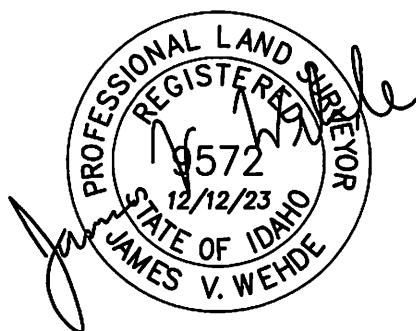


LEGEND:

---	EASEMENT LINE
////	EASEMENT GRANTED
---	CENTERLINE
---	SECTION LINE



POINT OF COMMENCEMENT
FOUND BRASS CAP MON
IN MON WELL STAMPED "SWSC"
PER INST. NO. 1971733



EASEMENT EXHIBIT

SW 1/4, SECTION 32, TOWNSHIP 51 NORTH,
RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO

CHK'D BY: JW	DWN BY: SM	PROJECT NO. 23-0391	SHEET 2 OF 2
DATE: 12-12-23			

10 west

LAND SURVEYING
& MAPPING

410 S. FOREST GLEN BLVD., POST FALLS, ID 83854
tel/fax 1-888-TEN-WEST
www.10westsurvey.com

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: DeAtley Grant of Easement N. Pleasant View Rd. ANN-23-1

ITEM AND RECOMMENDED ACTION:

Approved the provided/required easement along North Pleasant View Rd.

DISCUSSION:

The submitted easement for N. Pleasantview Rd. is required as part of the DeAtley Annexation

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council approved the Annexation Agreement on 12/5/2023

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. North Pleasant View Drive Grant of Easement

GRANT OF EASEMENT

**DeAtley Annexation
N. Pleasant View Rd.
File No. ANNX-23-1**

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

N. Pleasant View Rd.:

As described in attached Exhibit A, and as depicted in attached Exhibit B.

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2023.

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Eucon Corporation

By 
Angela Cromer, CFO

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) : ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
) :ss
County of Kootenai)

On this 13th day of December, 2023 before me, a Notary for the State of Idaho, personally appeared **Angela Cromer**, known, or identified to me to be the **CFO of Eucon Corporation**, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that she executed the same on behalf of **Eucon Corporation** and that she is duly authorized to do 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.



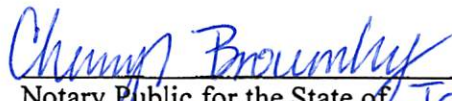

Notary Public for the State of Idaho
Residing at: Nez Perce County
Commission Expires: 10/01/2026

EXHIBIT A

UTILITY, SIDEWALK AND STORM DRAINAGE EASEMENT

AN EASEMENT FOR UTILITY, SIDEWALK AND STORM DRAINAGE OVER A 15.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF TRACTS 21 AND 22, GREENACRES PLAT NO. 10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER IN BOOK "B" OF PLATS, PAGE 100, KOOTENAI COUNTY, IDAHO OFFICIAL RECORDS, AND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SECTION 32 NORTH 00°55'10" EAST 56.93 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°04'50" EAST 81.43 FEET TO THE NORTHEAST RIGHT-OF-WAY INTERSECTION OF NORTH PLEASANT VIEW DRIVE AND WEST SELTICE WAY AND THE POINT OF BEGINNING; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID NORTH PLEASANT VIEW DRIVE NORTH 25°31'41" WEST 36.88 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°50'10" EAST 870.85 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 61°23'48" EAST 17.24 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 00°55'10" WEST 875.82 FEET; THENCE SOUTH 25°31'41" EAST 41.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID WEST SELTICE WAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°24'21" WEST 16.85 FEET TO THE POINT OF BEGINNING

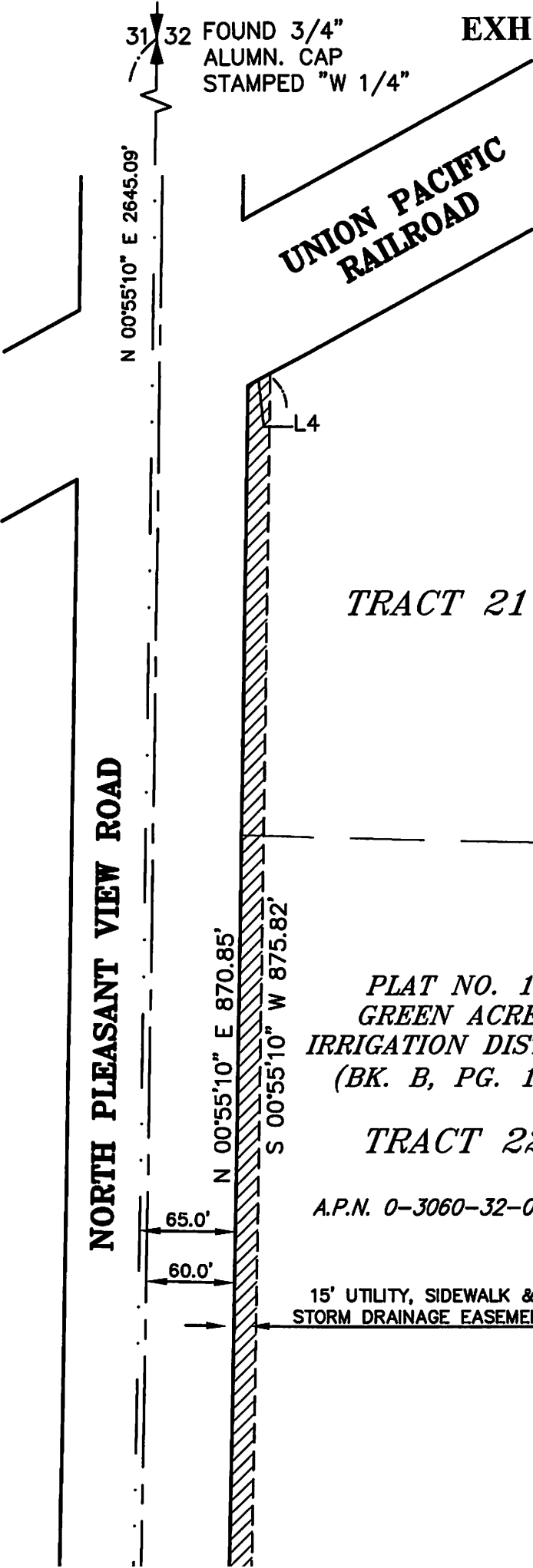
CONTAINS 13,684 SQ. FT, OR 0.314 ACRE MORE OR LESS.

DESCRIPTION PREPARED BY

JAMES V. WEHDE, PLS
IDAHO REGISTRATION NO. 9572
10 WEST LAND SURVEYING & MAPPING, INC.
410 S FOREST GLEN BLVD.
POST FALLS, ID 83854



EXHIBIT B



LINE
L1
L2
L3
L4
L5
L6

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/19/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Ordinance -Millsap Landing Annexation File No. ANNX-22-16

ITEM AND RECOMMENDED ACTION:

Review and approve the Millsap Landing Annexation Ordinance

DISCUSSION:

Review and approve the Millsap Landing Annexation Ordinance

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Public Hearing was on June 15, 2023 and the Annexation Agreement was on December 5, 2023

APPROVED OR DIRECTION GIVEN:

Bring ordinance to City Council

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Millsap Annexation Ordinance FileNo ANNX-22-16

ORDINANCE NO.____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

A PARCEL OF LAND BEING THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. TOTALING 4.88-ACRES, GENERALLY LOCATED SOUTH OF E. BOGIE DRIVE, BETWEEN N. GREENSFERRY ROAD AND N. CECIL ROAD.

(File No. ANNX-22-16)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 4.88 ACRES, A PARCEL OF LAND BEING THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on April 11, 2023, and the City Council June 15, 2023, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Single-Family Residential (R1) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

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

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Single-Family Residential (R1) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post

Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2023.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 4.88-acres and zoning the property Single-Family Residential (R1). The property is located south of E. Bogie Drive, between N. Greensferry Road and N. Cecil Road, and is legally described as:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

LEGAL DESCRIPTION OF PARCEL:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

ANNEXATION EXHIBIT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

LEGAL DESCRIPTION

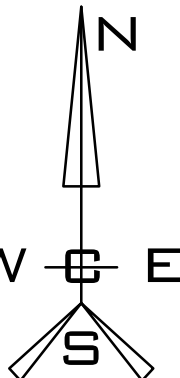
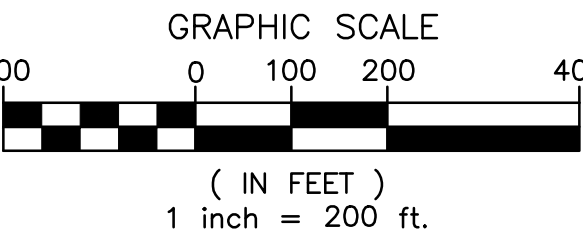
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS
FOLLOWS.

THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST
FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES
78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- AREA TO BE ANNEXED
- x

EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE



WCE

WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

PROJ #:

22-3384

DATE:

12/19/2022

DRAFTED BY:

RK/WAL

REVIEWED BY:

RK

CIVIL
☒ STRUCTURAL
☒ SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

MILLSAP LANDING
SUBDIVISION

ANNEXATION EXHIBIT

SHEET
1 OF 1

JOB NUMBER
22-3384

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/19/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Ordinance - Bogie Annexation File No. ANNX-23-2

ITEM AND RECOMMENDED ACTION:

Review and approve the Bogie Annexation Ordinance

DISCUSSION:

Review and approve the Bogie Annexation Ordinance

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Public Hearing was on November 21, 2023 and the Annexation Agreement was on December 5, 2023.

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Bogie Annexation Ordinance File NoANNX-23-2

ORDINANCE NO.____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

A PARCEL OF LAND BEING THE WEST HALF OF TRACT 43 OF THE PLAT OF POST FALLS IRRIGATED TRACTS FILED IN BOOK C OF PLATS AT PAGE 78, RECORDS OF KOOTENAI COUNTY, AND A PORTION OF THE BOGIE DRIVE RIGHT-OF-WAY LYING IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. TOTALING 5.179-ACRES, GENERALLY LOCATED NORTH OF EAST BOGIE DRIVE, BETWEEN NORTH GREENSFERRY ROAD AND NORTH CECIL ROAD.

(File No. ANNX-23-2)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 5.179 ACRES, A PARCEL OF LAND BEING THE WEST HALF OF TRACT 43 OF THE PLAT OF POST FALLS IRRIGATED TRACTS FILED IN BOOK C OF PLATS AT PAGE 78, RECORDS OF KOOTENAI COUNTY, AND A PORTION OF THE BOGIE DRIVE RIGHT-OF-WAY LYING IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on September 12, 2023, and the City Council November 21, 2023, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Single-Family Residential (R1) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

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

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Single-Family Residential (R1) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2023.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 5.179-acres and zoning the property Single-Family Residential (R1). The property is located north of E. Bogie Drive, between N. Greensferry Road and N. Cecil Road., and is legally described as:

A parcel of land being the West half of Tract 43 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, and a portion of the Bogie Drive Right-of-way lying in the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the center quarter corner of said Section 25 being a 3 inch aluminum cap marked "PLS 4182" per Instrument No. 2540621000, Records of Kootenai County, from which the West quarter corner bears North 88°31'38" West a distance of 2647.25 feet; thence along the East line of said southwest quarter, South 00°41'26" West a distance of 661.33 feet; thence along the South line of the Plat of Bluegrass Corner filed in Book L of Plats at Page 124, Records of Kootenai County, and the extension thereof, North 88°32'50" West a distance of 661.90 feet to the southwest corner of said Plat of Bluegrass Corner being a 5/8 inch rebar with yellow plastic cap marked "PLS JS 9367", said point also being on the Existing City Limits of Post Falls; thence along the North line of said Existing City Limits of Post Falls and the South line of the Plat of Corbin's Meadow filed in Book L of Plats at Page 774, Records of Kootenai County, North 88°32'50" West a distance of 330.95 feet to the northwest corner of the East half of said Tract 43 of the Plat of Post Falls Irrigated Tracts, said point being the **True Point of Beginning**;

thence leaving said Existing City Limits of Post Falls and along the West line of said East half of Tract 43 of the Plat of Post Falls Irrigated Tracts and its extension thereof, South 00°42'07" West a distance of 681.68 feet to a point on the South Right-of-way of Bogie Drive at the northeast corner of the West half of Tract 54 of said Plat of Post Falls Irrigated Tracts;

thence along said South Right-of-way of Bogie Drive, North 88°34'03" West a distance of 331.00 feet to the northwest corner of said West half of Tract 54 being a point on said Existing City Limits of Post Falls;

thence along the East line of Tract 42 of the Plat of Post Falls Irrigated Tracts and its extension thereof and said Existing City Limits of Post Falls, North 00°42'23" East a distance of 681.79 feet to the northeast corner of said Tract 42 on said South line of the Plat of Corbin's Meadow and on said Existing City Limits of Post Falls;

thence along said South line of the Plat of Corbin's Meadow and on said Existing City Limits of Post Falls, South 88°32'50" East a distance of 330.95 feet to the **True Point of Beginning**;

said parcel containing 5.179 acres of land, more or less.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

Annexation Description

A parcel of land being the West half of Tract 43 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, and a portion of the Bogie Drive Right-of-way lying in the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the center quarter corner of said Section 25 being a 3 inch aluminum cap marked "PLS 4182" per Instrument No. 2540621000, Records of Kootenai County, from which the West quarter corner bears North 88°31'38" West a distance of 2647.25 feet; thence along the East line of said southwest quarter, South 00°41'26" West a distance of 661.33 feet; thence along the South line of the Plat of Bluegrass Corner filed in Book L of Plats at Page 124, Records of Kootenai County, and the extension thereof, North 88°32'50" West a distance of 661.90 feet to the southwest corner of said Plat of Bluegrass Corner being a 5/8 inch rebar with yellow plastic cap marked "PLS JS 9367", said point also being on the Existing City Limits of Post Falls; thence along the North line of said Existing City Limits of Post Falls and the South line of the Plat of Corbin's Meadow filed in Book L of Plats at Page 774, Records of Kootenai County, North 88°32'50" West a distance of 330.95 feet to the northwest corner of the East half of said Tract 43 of the Plat of Post Falls Irrigated Tracts, said point being the **True Point of Beginning**;

thence leaving said Existing City Limits of Post Falls and along the West line of said East half of Tract 43 of the Plat of Post Falls Irrigated Tracts and its extension thereof, South 00°42'07" West a distance of 681.68 feet to a point on the South Right-of-way of Bogie Drive at the northeast corner of the West half of Tract 54 of said Plat of Post Falls Irrigated Tracts;

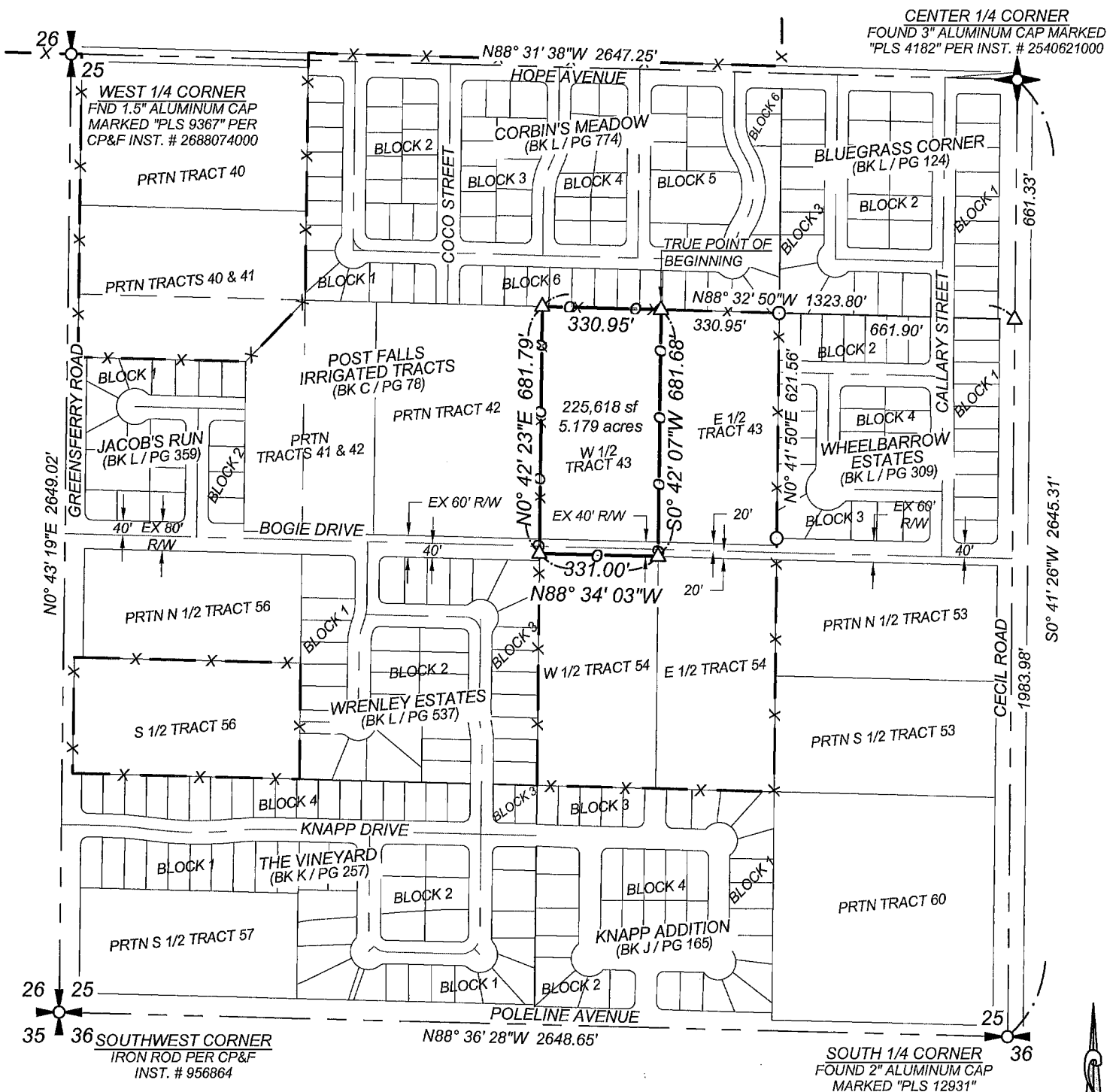
thence along said South Right-of-way of Bogie Drive, North 88°34'03" West a distance of 331.00 feet to the northwest corner of said West half of Tract 54 being a point on said Existing City Limits of Post Falls;

thence along the East line of Tract 42 of the Plat of Post Falls Irrigated Tracts and its extension thereof and said Existing City Limits of Post Falls, North 00°42'23" East a distance of 681.79 feet to the northeast corner of said Tract 42 on said South line of the Plat of Corbin's Meadow and on said Existing City Limits of Post Falls;

thence along said South line of the Plat of Corbin's Meadow and on said Existing City Limits of Post Falls, South 88°32'50" East a distance of 330.95 feet to the **True Point of Beginning**;

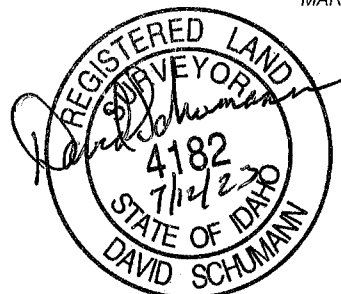
said parcel containing 5.179 acres of land, more or less.





LEGEND

- △ CALCULATED POINT, NOTHING FOUND OR SET
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367"
- X — X — EXISTING CITY LIMITS
- ○ — ○ — PROPOSED CITY LIMITS



SCALE: 1" = 400'



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

ANNEXATION EXHIBIT

WEST 1/2 OF TRACT 43 OF PLAT OF
POST FALLS IRRIGATED TRACTS

SW 1/4 OF SEC. 25, T 51 N, R 5 W,
B. M., KOOT. CNTY, IDAHO

DESIGNED BY: DES
DRAFTED BY: SMA
SCALE: 1" = 400'
DATE: 07/12/2023
JOB NO: 23-037
FILE: 23-037-ANNX XBT.dwg

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/19/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Ordinance - Housing Company Zone Change File No. ZC-23-1

ITEM AND RECOMMENDED ACTION:

Review and approve the submitted Ordinance associated with the Housing Company Zone Change ZC-23-1

DISCUSSION:

The City Council on July 5th approved the rezone of the 1.16-acres from a mix of Medium Density Residential (R2) and Community Commercial Service (CCS) to the SmartCode 5 (SC5) zoning district.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 5th, 2023

APPROVED OR DIRECTION GIVEN:

Bring back ordinance

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Housing Company ZC Ord

ORDINANCE NO. _____

**Housing Company Zone Change (Approx. 1.16 ACRES on SW corner of Catherine St. and Seltice Way)
(File No. ZC-23-1)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM A MIX OF MEDIUM DENSITY RESIDENTIAL (R2) AND COMMUNITY COMMERCIAL SERVICE (CCS) TO THE SMARTCODE 5 (SC5) ZONING DISTRICT. PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUBERSEDED; AND PROVIDING AN EFFECTIVE DATE;

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

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

Section 1: The zoning classification for the approximately 1.16-acre parcel described below is changed from a mix of Medium Density Residential (R2) and Community Commercial Service (CCS) to the SmartCode 5 (SC5) zoning district.

Legal Description:

All of Lots 1, 2, 3, 11 and 12 in Block 4 and that part of Lots 4, 9 and 10 in Block 4 lying South of the highway right of way conveyed to the State of Idaho by deed recorded in Book 116 at Page 9; and lying East of the tract conveyed to the City of Post Falls, Idaho by deed recorded in Book 76 at page 392. All in West Fairview Addition to Post Falls, Idaho; according to the plat recorded in Book B of Plats at Page 72, records of Kootenai County, State of Idaho. Together with that part of the vacated West 10 feet of Catherine Street which was vacated by Ordinance #745 of the City of Post Falls, Idaho; a copy of which is recorded February 9, 1994 as Instrument #1340909, together with that part of the vacated alley running East and West through Block 4, West Fairview Addition and attaching to those portions of Lots 1, 2, 3, 4, 9, 10, 11 and 12 above described, which alley was vacated by Ordinance No. 293 of the City of Post Falls, Idaho, a copy of which is recorded as Instrument No. 1217867. Together with that part of vacated 7th Street which was vacated by Ordinance #766 recorded July 7, 1994 and Ordinance #771, recorded September 14, 1994 as Instrument No. 1369871 and described as follows:

A strip of land, 15 feet in width, lying parallel with and adjacent to the northerly right-of-way line of Seventh Street fronting Lots 10, 11 and 12 in Block 4 of West Fairview Addition to Post Falls, said strip of land to terminate easterly at the West right-of-way line of Catherine Street, and to terminate westerly at the easterly right-of-way line of Compton Street as shown on the Record of Survey by W. Brant Morris, P.L.S. 6602, filed in Book 12 at Page 41, Kootenai County Records (Old U.S. Highway 10 as shown on the unrecorded survey by Milton I. Booth, L.S. 748, for Don Kamps, dated June 2, 1972).

Section 2: That the property described above in Section 1 will be designated as SmartCode 5 (SC5) on the official Zoning Map of the City of Post Falls.

Section 3: That all prior zoning designations for the lands described in Section 1 are hereby superseded.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED by the City Council upon roll call vote on the 5th day of July 2023, and **APPROVED** by the Mayor on the ____ day of _____, 2023.

Ronald G. Jacobson, Mayor

ATTEST: Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. _____

All of Lots 1, 2, 3, 11 and 12 in Block 4 and that part of Lots 4, 9 and 10 in Block 4 lying South of the highway right of way conveyed to the State of Idaho by deed recorded in Book 116 at Page 9; and lying East of the tract conveyed to the City of Post Falls, Idaho by deed recorded in Book 76 at page 392. All in West Fairview Addition to Post Falls, Idaho; according to the plat recorded in Book B of Plats at Page 72, records of Kootenai County, State of Idaho. Together with that part of the vacated West 10 feet of Catherine Street which was vacated by Ordinance #745 of the City of Post Falls, Idaho; a copy of which is recorded February 9, 1994 as Instrument #1340909, together with that part of the vacated alley running East and West through Block 4, West Fairview Addition and attaching to those portions of Lots 1, 2, 3, 4, 9, 10, 11 and 12 above described, which alley was vacated by Ordinance No. 293 of the City of Post Falls, Idaho, a copy of which is recorded as Instrument No. 1217867. Together with that part of vacated 7th Street which was vacated by Ordinance #766 recorded July 7, 1994 and Ordinance #771, recorded September 14, 1994 as Instrument No. 1369871 and described as follows:

A strip of land, 15 feet in width, lying parallel with and adjacent to the northerly right-of-way line of Seventh Street fronting Lots 10, 11 and 12 in Block 4 of West Fairview Addition to Post Falls, said strip of land to terminate easterly at the West right-of-way line of Catherine Street, and to terminate westerly at the easterly right-of-way line of Compton Street as shown on the Record of Survey by W. Brant Morris, P.L.S. 6602, filed in Book 12 at Page 41, Kootenai County Records (Old U.S. Highway 10 as shown on the unrecorded survey by Milton I. Booth, L.S. 748, for Don Kamps, dated June 2, 1972).

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____, including the legal description of the rezoned property, is available at Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/19/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl, Utility Manager
SUBJECT: Ordinance - Wastewater Update 13.20

ITEM AND RECOMMENDED ACTION:

City Council approves the updated Post Falls Municipal Code Chapter 13.20

DISCUSSION:

The Idaho Department of Environmental Quality (IDEQ) recently reviewed the City of Post Falls Industrial Pretreatment Program for compliance with State and Federal requirements. IDEQ made several recommendations to ensure municipal code accurately reflects program administrative procedures. In summary, the Code has been modified to correct the language deficiencies required by IDEQ.

Section 13.20.230 Wastewater Discharge Permits Contents discusses City requirements for wastewater Discharge Permits. As required by IDEQ, two additions were added to ensure municipal code complies with 40 CFR 403.

The first addition relates to the Environmental Protection Agency's (EPA's) Streamlining Rules for Best Management Practices (BMPs). This Streamlining rule allows for BMPs to be treated as enforceable Pretreatment standards and therefore can be included in Wastewater Discharge Permits. A statement for the inclusion of BMPs is added to the list of wastewater discharge permit contents.

The second addition relates to the allowance of monitoring waivers for industrial users. Monitoring waivers are discussed in code however IDEQ identified that language discussing the process for requesting a monitoring waiver must be included in the wastewater discharge permit contents. This additional language is necessary to provide the City legal authority for granting the monitoring waivers to industrial users.

Finally, in section 13.20.140B, language was updated in reference to Accidental Spill Prevention Plans to note that Industrial Users must immediately notify the City after the discovery of a slug or accidental discharge. This changes from allowing 24-hrs to notify the City to immediately notifying the City as required by 40 CFR 403.

The presented final code has been reviewed by IDEQ and the City's legal staff to ensure the modifications capture the recommended changes and the code meets new formatting standards.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

December 5, 2023

APPROVED OR DIRECTION GIVEN:

Return Ordinance for adoption

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. SUO Draft ORD Utility 13.20 Update_legal reviewWW

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTIONS 13.20.140 AND 13.20.230 TO REQUIRE IMMEDIATE NOTIFICATION OF DISCHARGES OF REGULATED SUBSTANCES INTO THE WASTEWATER STREAM AND REQUIRING THAT WASTEWATER DISCHARGE PERMITS CONTAIN EFFLUENT LIMITS AND A WAIVER PROCESS; PROVIDING THAT THE REMAINING SECTIONS OF THE POST FALLS MUNICIPAL 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, after recommendation of the Public Works Department on the hereinafter amendments, the Mayor and City Council deem it to be in the best interests of the citizens of the city of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Section 13.20.140 subsection B is amended to read as follows:

13.20.140: ACCIDENTAL SPILL PREVENTION PLANS:

B. *Industrial Users* must notify the *POTW* immediately, ~~but no later than twenty-four (24) hours,~~ after the discovery of a slug or accidental *Discharge* of substances regulated by this chapter. The notification must include location of *Discharge*, date and time thereof, type of waste, concentration and volume, and corrective actions. Any affected *Industrial User* shall be liable for any expense, loss, or damage to the *POTW*, in addition to the amount of any fines imposed on the city on account thereof under state or federal law. Within five (5) days following an accidental *Discharge*, the *Industrial User* must submit to the *Director* a detailed written report describing the cause of the *Discharge* and the measures to be taken by the *Industrial User* to prevent similar future occurrences. Such notification shall not relieve the *Industrial User* of any expense, loss, damage, or other liability which may be incurred as a result of damage to the *POTW*, fish kills, or any other damage to person or property nor shall such notification relieve the *Industrial User* of any fines, civil penalties, or other liability which may be imposed by this chapter or other applicable law.

SECTION 2. That Post Falls Municipal Code Section 13.20.230 subsection A is amended to read as follows:

13.20.230: WASTEWATER DISCHARGE PERMIT CONTENTS:

Wastewater Discharge Permits must include such conditions as are reasonably deemed necessary by the city to prevent *Pass Through* or *Interference*, protect the quality of the water body receiving the *Treatment Plant's* effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the *POTW*.

A. *Wastewater Discharge Permits* will contain the following conditions:

1. A statement that indicates *Wastewater Discharge Permit* duration, which in no event shall exceed five (5) years, and a specific date upon which the permit will expire.
2. A statement that the *Wastewater Discharge Permit* is non-transferable without prior notification to and approval from the city, and provisions for furnishing the new owner or operator with a copy of the existing *Wastewater Discharge Permit*;
3. ~~*Applicable Pretreatment Standards (including local limits) and requirements, including effluent limits;*~~ Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
4. Self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and record-keeping requirements. These requirements must include an identification of *Pollutants* to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;
5. Requirement to report the results of monitoring of any regulated *Pollutant* that is conducted more frequently than required by the permit;
6. Requirement for immediate notification to the city where self-monitoring results indicate non-compliance;
7. Requirement to report a bypass or upset of a *Pretreatment* facility;
8. Requirement to report immediately to the city all *Discharges*, including *Slug Loadings*, which could cause problems to the *POTW*;
9. Requirement for the *SIU* who reports non-compliance to repeat the sampling and analysis and submit results to the city within thirty (30) days after becoming aware of the violation.
10. A statement of applicable civil, criminal, and administrative penalties for violation of *Pretreatment Standards* and requirements, and any applicable compliance schedule.

11. Requirements to control *Slug Loads*, if determined by the *Director* to be necessary.
12. Any grant of monitoring waiver by the city (Section 13.20.290 B) must be included as a condition in the user's permit.
13. The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with 13.20.290.B

SECTION 3. All provisions of the current Post Falls Municipal Code or ordinances of the city of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the city of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the city of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the city of Post Falls at a regular session of the City Council on December ____ 2023.

APPROVED, ADOPTED and SIGNED this day of December, 2023.

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 requires immediate notification of discharges of regulated substances into the wastewater stream and requires that wastewater discharge permits contain effluent limits and a waiver process. 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 December, 2023.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which requires immediate notification of discharges of regulated substances into the wastewater stream and requires that wastewater discharge permits contain effluent limits and a waiver process and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of December, 2023.

Field K. Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/19/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: Ordinance - DeAtley Annexation File No. ANNEX-23-1

ITEM AND RECOMMENDED ACTION:

Review and approve the DeAtely Annexation Ordinance

DISCUSSION:

Review and approve the DeAtely Annexation Ordinance

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Public Hearing was on November 21, 2023 and the Annexation Agreement was on December 5, 2023.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. DeAtley Annexation Ordinance File No. ANNEX-23-1

ORDINANCE NO. ____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

A PORTION OF TRACTS 21 AND 22, GREENACRES PLAT NO. 10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER IN BOOK OF PLATS, PAGE 100, KOOTENAI COUNTY, IDAHO OFFICIAL RECORDS, TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST AS DESCRIBED IN THE DEED TO THE STATE OF IDAHO, RECORDED OCTOBER 17, 1938 IN BOOK 110 OF DEEDS AT PAGES 151 AND 152, RECORDS OF KOOTENAI COUNTY, IDAHO, TOGETHER WITH A PORTION OF SAID SOUTHWEST QUARTER OF SECTION 32 AND THE NORTHWEST QUARTER OF SECTION 5. TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, ACCORDING TO THE RECORD OF SURVEY RECORDED IN BOOK 19 AT PAGE 234, KOOTENAI COUNTY, IDAHO. TOTALING 5.826 ACRES, GENERALLY LOCATED NORTHEAST CORNER OF W. SELTICE WAY AND N. PLEASANT VIEW RD.

(File No. ANNEX-23-1)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 5.826 ACRES, A PARCEL OF LAND BEING A PORTION OF TRACTS 21 AND 22, GREENACRES PLAT NO. 10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER IN BOOK OF PLATS, PAGE 100, KOOTENAI COUNTY, IDAHO OFFICIAL RECORDS, TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST AS DESCRIBED IN THE DEED TO THE STATE OF IDAHO, RECORDED OCTOBER 17, 1938 IN BOOK 110 OF DEEDS AT PAGES 151 AND 152, RECORDS OF KOOTENAI COUNTY, IDAHO, TOGETHER WITH A PORTION OF SAID SOUTHWEST QUARTER OF SECTION 32 AND THE NORTHWEST QUARTER OF SECTION 5. TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, ACCORDING TO THE RECORD OF SURVEY RECORDED IN BOOK 19 AT PAGE 234, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on October 10, 2023, and the City Council November 21, 2023, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Community Commercial Services (CCS) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

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

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Community Commercial Services (CCS) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2023.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 5.826-acres and zoning the property Community Commercial Services (CCS). The property is located on the northeast corner of W. Seltice Way and N. Pleasant View Rd., and is legally described as:

A portion of tracts 21 and 22, Greenacres plat no. 10, according to the plat recorded in the office of the Kootenai county recorder in book of plats, page 100, Kootenai county, Idaho official records,

Together with a portion of the southwest quarter of section 32, township 51 north, range 5 west as described in the deed to the state of Idaho, recorded October 17, 1938 in book 110 of deeds at pages 151 and 152, records of Kootenai county, Idaho,

Together with a portion of said southwest quarter of section 32 and the northwest quarter of section 5. Township 50 north, range 5 west, Boise meridian, Kootenai county, Idaho, according to the record of survey recorded in book 19 at page 234, Kootenai county, Idaho official records,

Being more particularly described as follows:

Beginning at the common corner for the southwest corner of said section 32 and northwest corner of said section 5; thence along the west line of said section 32 north 00°55'10" east 57.19 feet; thence leaving said west line south 89°04'50" east 60.00 feet to the northeast right-of-way intersection of said north pleasant view road and west Seltice way; thence along the east right-of-way line of said north pleasant view road north 00°55'10" east

900.79 feet to the intersection of the south right-of-way of the union pacific railroad and said east right-of-way; thence leaving said east right-of-way and along said south right-of-way north 61°23'48" east 258.62 feet to the northwest corner of lot 8, block 1, boulder park subdivision, filed for record in the office of the recorder of Kootenai county, Idaho in book I, page 457-457a; thence along the west line of said subdivision south 00°55'10" west 1030.88 feet to the southwest corner of lot 1, block 1 of said subdivision and also being a point on the north right-of-way of said west Seltice way; thence leaving said north right-of-way south 01°35'39" west

135.00 feet to a point on the south right-of-way of said west Seltice way; thence along said south right-of-way north 88°24'21" west 258.48 feet to the southeast right-of-way intersection of said west Seltice way and said north pleasant view drive; thence north 00°55'10" east 77.10 feet a point on the south line of said section 32; thence along said south line of section 32 north 88°21'40" west 25.00 feet to **the point of beginning**.

Contains 253,781 sq, ft, or 5.826 acres more or less.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney



Dominion
Engineering Associates, L.C.

**DeAtley Annexation Metes & Bounds Description
Kootenai County, Idaho**

A PORTION OF TRACTS 21 AND 22, GREENACRES PLAT NO. 10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER IN BOOK OF PLATS, PAGE 100, KOOTENAI COUNTY, IDAHO OFFICIAL RECORDS,

TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST AS DESCRIBED IN THE DEED TO THE STATE OF IDAHO, RECORDED OCTOBER 17, 1938 IN BOOK 110 OF DEEDS AT PAGES 151 AND 152, RECORDS OF KOOTENAI COUNTY, IDAHO,

TOGETHER WITH A PORTION OF SAID SOUTHWEST QUARTER OF SECTION 32 AND THE NORTHWEST QUARTER OF SECTION 5. TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, ACCORDING TO THE RECORD OF SURVEY RECORDED IN BOOK 19 AT PAGE 234, KOOTENAI COUNTY, IDAHO OFFICIAL RECORDS,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER FOR THE SOUTHWEST CORNER OF SAID SECTION 32 AND NORTHWEST CORNER OF SAID SECTION 5; THENCE ALONG THE WEST LINE OF SAID SECTION 32 NORTH 00°55'10" EAST 57.19 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°04'50" EAST 60.00 FEET TO THE NORTHEAST RIGHT-OF-WAY INTERSECTION OF SAID NORTH PLEASANT VIEW ROAD AND WEST SELTICE WAY; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID NORTH PLEASANT VIEW ROAD NORTH 00°55'10" EAST 900.79 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD AND SAID EAST RIGHT-OF-WAY; THENCE LEAVING SAID EAST RIGHT-OF-WAY AND ALONG SAID SOUTH RIGHT-OF-WAY NORTH 61°23'48" EAST 258.62 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK 1, BOULDER PARK SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO IN BOOK I, PAGE 457-457A; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION SOUTH 00°55'10" WEST 1030.88 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID SUBDIVISION AND ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY OF SAID WEST SELTICE WAY; THENCE LEAVING SAID NORTH RIGHT-OF-WAY SOUTH 01°35'39" WEST 135.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID WEST SELTICE WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY NORTH 88°24'21" WEST 258.48 FEET TO THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF SAID WEST SELTICE WAY AND SAID NORTH PLEASANT VIEW DRIVE; THENCE NORTH 00°55'10" EAST 77.10 FEET A POINT ON THE SOUTH LINE OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE OF SECTION 32 NORTH 88°21'40" WEST 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 253,781 SQ. FT, OR 5.826 ACRES MORE OR LESS.

DESCRIPTION PREPARED BY

JAMES V. WEHDE, PLS
IDAHO REGISTRATION NO. 9572
10 WEST LAND SURVEYING & MAPPING, INC.
410 S FOREST GLEN BLVD.
POST FALLS, ID 83854

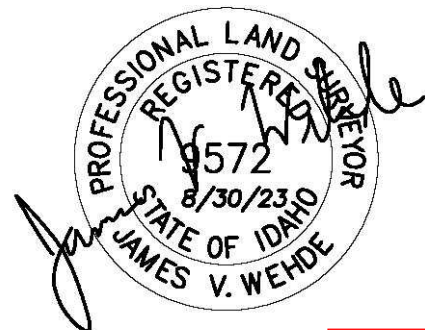
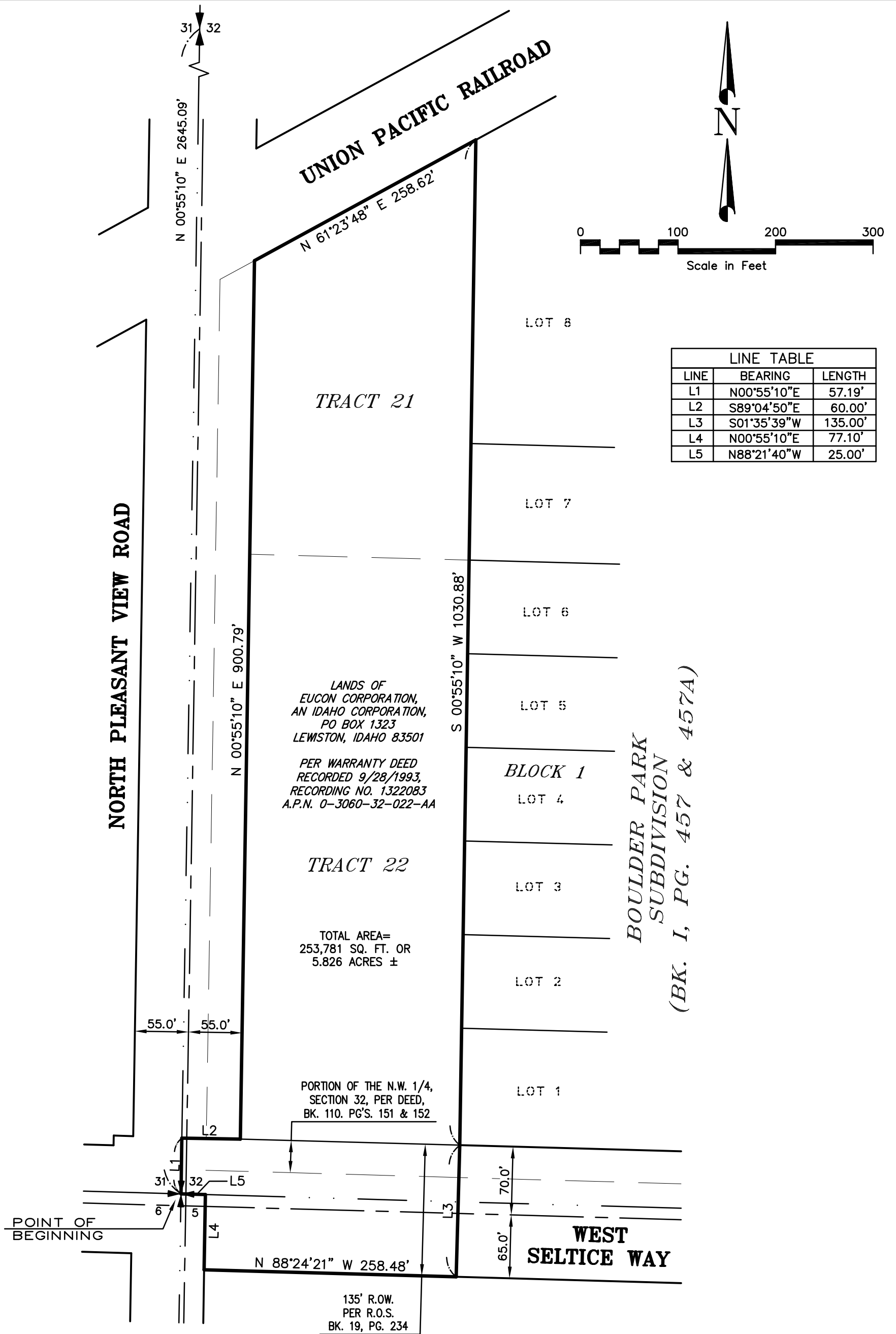
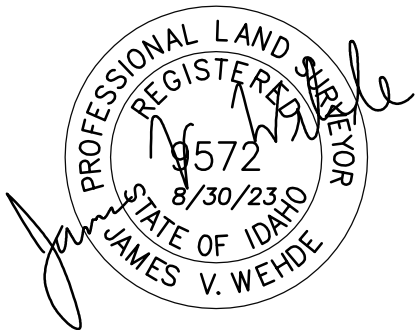


Exhibit A



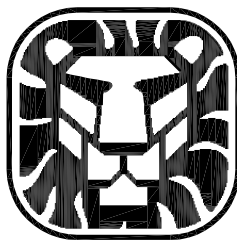
LEGEND:

DeATLEY ANNEXATION BOUNDARY LINE
CENTERLINE
SECTION LINE



DeAtley Annexation Exhibit

LOCATED IN THE SW 1/4, SECTION 32, TOWNSHIP 51 NORTH,
RANGE 5 WEST & THE NE 1/4, SECTION 5, TOWNSHIP 50
NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO



DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/19/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Comprehensive Plan Resolution CPA-23-1

ITEM AND RECOMMENDED ACTION:

Approve the Resolution that memorializes the approved Comp Plan Amendment on July 5th, 2023

DISCUSSION:

The approved Comprehensive Plan Amendment provided additional clarifying language relating to the Focus Area description within the Comprehensive Plan. The approved additional language on page 1-14 of the Comprehensive Plan as shown below underlined:

Focus Area Descriptions

Post Falls is a highly diverse place, with many areas – in and out of City Limits – that have yet to be developed. For this reason, this plan provides both a Future Land Use Map (Figure 2.03) and a "Focus Area" map with descriptions that articulate, in ways the land use map cannot, the overall vision for what Post Falls expects from each area within its Area of City Impact (ACI). These two approaches are to be used in tandem, effectively expressing the City's policies for its rapidly transforming landscape. The table below is provided for quick reference in conjunction with Figure 1.04. A set of matching, landscape-format, 12-point font sheets are provided in Appendix A. The outer boundaries on Figure 1.04 are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City's Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 5th, 2023

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 2023.12.13 Final RES Comp Plan Amendment

RESOLUTION NO. 23-[Category]
CPA-23-1

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 ADDITIONAL LANGUAGE ON PAGE 1-14 OF THE COMPREHENSIVE 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, On April 11, 2023, 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 July 5, 2023, 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 that the first paragraph on page 1-14 of the adopted 2020 Post Falls Comprehensive Plan be amended to read as follows:

Focus Area Descriptions

Post Falls is a highly diverse place, with many areas – in and out of City Limits – that have yet to be developed. For this reason, this plan provides both a Future Land Use Map (Figure 2.03) and a "Focus Area" map with descriptions that articulate, in ways the land use map cannot, the overall vision for what Post Falls expects from each area within its Area of City Impact (ACI). These two approaches are to be used in tandem, effectively expressing the City's policies for its rapidly transforming landscape.

The table below is provided for quick reference in conjunction with Figure 1.04. A set of matching, landscape-format, 12-point font sheets are provided in Appendix A. The outer boundaries on Figure 1.04 are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City's Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas.

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 and APPROVED the City Council on the ____ day of DecemberDecember,
2023.

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:

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/19/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Contract Amendment with JUB Engineers for WRF Master Plan

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the contract amendment with J-U-B- Engineers Inc. for continuation of the Post Falls Water Reclamation Facility Planning Study.

DISCUSSION:

The City of Post Falls Water Reclamation Division continues to work on the Water Reclamation Facility Master Plan. Additional task items such as an Alternative Rate Analysis, Influent Pipeline Feasibility Analysis, and Impact Fee Methodology have pushed completion of the master plan beyond the originally anticipated completion date. Staff determined it would be preferable to extend the work period of the Master Plan rather than rush the completion and adoption of the facility plan before the end of the existing council term.

Staff also believe it would be advantageous to utilize additional time to inform new council members on the planning efforts and build consensus on the long term plans and rate structure included within the draft Master Plan. A workshop is also planned for all interested council members to tour the facility and see the new tertiary facilities nearing completion.

Finally, an optional public open house is scoped and, if authorized by the Public Works Director, would allow for consultant time to host an open house detailing the draft Master Plan and consider any comments received from the public.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 15, 2022 – Water Reclamation Facility Master Plan – Contract with JUB Engineers.

APPROVED OR DIRECTION GIVEN:

Council approved contract

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Lump Sum for additional WRF Master Plan work \$36,290. Optional Public Involvement Open House time and materials not to exceed \$17,330. The City Council approval is for \$53,620.

BUDGET CODE:

651-463.3209.95500, 652-463.3208.95500

ATTACHMENTS:

1. AAS-4_PFWRF_FacilityPlan



AAS-4, ATTACHMENT 1

WRF Facility Plan

Authorization for Additional Services No. 4:

Background:

The City is planning to extend the WRF Facility Plan adoption into the first quarter of 2024 with the intent of reviewing the impacts of the new IPDES permit that will likely be issued in late 2023, incorporation of the City's reuse implementation planning goals, and bringing the newly elected council members up to speed with the planning, approaches and alternatives presented in the Client Review Draft documents. The extended timeline will allow for the applicable portions of the Facility Plan report to be updated and the information presented to the current council for their input into the alternative selection process and capital improvement planning scenarios.

Task 100 – Facility Plan:

Tasks and Schedule for completion of the WRF Facility Plan:

- **Administrative Support and Workshops:**
 - Ongoing Administrative tasks (project management, invoicing, schedule coordination and updates to City) to support extended schedule through timelines noted below.
 - Workshops:
 - IPDES Permit Review Task – complete by Feb 1, 2024 (assuming permit issuance by December 15, 2023). *See task details below.*
 - City Reuse Planning Goals – incorporate and complete by Feb 1, 2024. *See task details below.*
 - Water Day at WRF (date TBD)
 - City staff and new Council will host and tour existing facilities, discuss planning background and goals in conjunction with the City. (Meeting is anticipated to be led by City staff with support and attendance by J-U-B).
 - Draft Facility Plan – For Consideration of Alternatives - March 2024
 - Incorporating outstanding staffing plan and capital data and updating Capital Improvement Plan; run alternative financial analysis scenarios.
 - Review call with internal staff team to finalize alternatives for presentation
 - Attend workshop (meeting is anticipated to be led by City staff with support and attendance by J-U-B and FCS) to present the alternatives to be considered by Council.
 - Final Selection of preferred Alternative by Council - April 2024
 - Attend workshop with Council (meeting is anticipated to be led by City staff with support and attendance by J-U-B and FCS). Support and answer questions or discussion by Council to the draft documents and financial plan. Submit to IDEQ for review and comment.
 - Submission of Final Facility Plan and Adoption by Council - May, 2024
 - It is anticipated that it will take approximately 30 days following council selection of the preferred alternative. It is anticipated that the Final Facility Plan document will be formally adopted at the next regular Council Meeting.

- **IPDES Permit Review Task:**

- J-U-B to review the new 2023 IPDES Permit (anticipated to be issued in late 2023) and determine if the assumptions used in the draft developed to date in the Facility Plan (Chapters 1 through 7) are still valid, or if changes are warranted. This scope herein includes an update to *Chapter 3- Permit Conditions* to identify key elements of the new permit and changes to previously anticipated assumptions.
- If changes within the new permit impact previous planning assumptions or projects (i.e., process needs or timelines for projects) that have been planned in the draft documents, the changes will be incorporated as an Additional Service and an appropriate scope amendment will be negotiated with the City as an Additional Service at that time. Changes to planning assumptions could impact Chapters 5 – Liquid Stream Alternatives, Chapter 6 – Solids Stream Alternatives, and Chapter 7 – Capital Improvement Plan.

- **City Reuse Planning Goals Task:**

- The City has been developing short and long-range reuse planning goals outside the scope of this work, including permitting approaches and long-term goals for potential reuse implementation. This task will merge and incorporate the City's planning goals into the current Facility Plan document and update project summaries, update phasing and timelines for projected capital costs developed in previous draft document, as appropriate.

Task 900 – Management Reserve for Public Involvement Open House:

- If authorized by the City, Consultant will Conduct an Open House Meeting to solicit public input on the Facility Plan objectives and alternatives. This task is anticipated to include:
 - Preparation of materials for an Open House presentation including 3 to 5 informational poster-boards developed to convey the planning goals, alternatives and financial impacts.
 - Prepare a notice for the Open House for advertising by the City communications department.
 - J-U-B Staff will attend and present the poster-board information during a 2 to 4-hour Open House setting at a City location (likely the City Hall Rotunda) to engage the public, gather input and coalesce those comments. Comments will be reviewed internally with City Staff or presentation and consideration by the Council at a subsequent workshop.
 - Comments received, and issues to be addressed for technical incorporation into the Facility Plan, as directed by the Council will be completed under this task.

AAS-4, ATTACHMENT 2: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Project Title, Client: WRF Facility Plan Study, City of Post Falls
Project Number: 20-22-019
Prepared By: M CONN

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Area Manager	Project Manager	Project Engineer - Senior	Project Engineer - Senior (QC)	Project Engineer - Senior	Assistant Engineer	TLG Practitioner	Senior Administrative Support	Project Financial Assistant	CAD Designer - Lead	J-U-B Expenses	Subconsultant Expenses	Total Compensation
100		WRF Facility Plan Update	1	85	0	3	0	34	0	30	9	0	\$80	\$7,620	\$36,290
100	001	Project Management	1	25	0	0	0	0	0	4	9	0	\$0	\$0	\$7,290
		Execute AAS Agreements and Set up project in Vision	1	4							3		\$0	\$0	\$1,440
		Conduct project planning, scheduling		3									\$0	\$0	\$730
		Communicate and coordinate J-U-B Team Activities		3									\$0	\$0	\$730
		Biweekly meeting w/CLIENT on prject status, budget and schedule		6									\$0	\$0	\$1,450
		Monthly invoicing		6							6		\$0	\$0	\$1,910
		Ongoing document handling and filing		3						4			\$0	\$0	\$1,030
100	002	Project Closeout	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		to be completed under existing scope		to be completed under existing scope									\$0	\$0	\$0
100	003	Workshops	0	16	0	0	0	0	0	0	0	0	\$80	\$0	\$3,950
		Water Day at WRF with Council		8									\$30	\$0	\$1,970
		City Review Workshop #1 - Background Information Updates to Council		4									\$30	\$0	\$1,000
		City Review Workshop #2 - Presentation of Draft Report and Alternatives for Review		4									\$30	\$0	\$1,000
		City Review Workshop #3 - Selection of Preferred Alternative by Council		to be completed under existing scope									\$0	\$0	\$0
		City Council Presentation / Adoption - by CLIENT		to be completed under existing scope									\$0	\$0	\$0
100	004	QC Reviews	0	0	0	3	0	0	0	0	0	0	\$0	\$0	\$690
		Chapter 4 updates to Permitting Review				3							\$0	\$0	\$690
100	005	Compiling Deliverables	0	6	0	0	0	0	0	10	0	0	\$0	\$0	\$2,210
		Agency Review Draft		6						10			\$0	\$0	\$2,210
		Final Draft (incorporating comments)		to be completed under existing scope									\$0	\$0	\$0
100	100	Executive Summary	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
		Compile Executive Summary at Agency Review Draft		to be completed under existing scope									\$0	\$0	\$0
		Update with Final		to be completed under existing scope									\$0	\$0	\$0
100	101	Chapter 4 - Regulatory and Permitting Review	0	10	0	0	0	20	0	8	0	0	\$0	\$0	\$5,450
		Summarize new IPDES permit and changes from previous permit		3				6					\$0	\$0	\$1,450
		Update Chapter 4 with new IPDES permit information		4				8		6			\$0	\$0	\$2,390
		Summarize new permit conditions that impact previous planning assumptions		3				6		2			\$0	\$0	\$1,600
100	107	Chapter 5 - Liquid Stream Alternatives	0	10	0	0	0	14	0	8	0	0	\$0	\$0	\$4,720
		Review City provided Reuse Planning Goals Document		2				2					\$0	\$0	\$730
		Update Project Needs and report text/figures based on Program Goals		4				6		4			\$0	\$0	\$2,000
		Update project list and opinion of costs / CIP		4				6		4			\$0	\$0	\$2,000
100	110	Chapter 7 - Capital Improvement Plan	0	18	0	0	0	0	0	0	0	0	\$0	\$7,620	\$11,980
		Update Financial Plan Scenario Write Up based on City Input and Updates		16									\$0	\$0	\$3,870
		FCS Group Subconsultant Additional Services		2									\$0	\$7,620	\$8,100
		Summarize FCS Rate Study into CIP Chapter		to be completed under existing scope									\$0	\$0	\$0
200		Design (reserved)	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
200	001	Design Tasks to be determined											\$0	\$0	\$0
													\$0	\$0	\$0
900	003	Public Involvement Open House	0	36	0	0	0	28	18	8	0	16	\$50	\$0	\$17,330
		Materials Preparation		16				12	8			16	\$50	\$0	\$8,630
		Public Meeting		4					4				\$0	\$0	\$1,500
		Incorporation of Comments into Report		16				16	6	8			\$0	\$0	\$7,210
Total Hours			1	85	0	3	0	34	0	30	9	0			162
Total Costs			\$240	\$20,570	\$0	\$690	\$0	\$4,110	\$0	\$2,280	\$690	\$0	\$80	\$7,620	\$36,290

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Resolution Adopting Outside Agency Funding, Representation, and Fund Balance Policies

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council approve the resolution adopting policies addressing city representation on outside boards and funding outside agencies as well as a policy establishing fund balance reserve amounts.

DISCUSSION:

City staff is proposing two new policies as well as amendments to a third policy. The first policy addresses how staff and elected officials are selected and appointed to represent the city on outside boards and agencies. Generally, the mayor, as the city's chief administrative officer, is entitled to serve as the city's representative. However, given the number of boards, having the mayor serve on all such boards is unfeasible. This policy allows the city administrator to appoint and remove staff representatives in the best interest of the city. Where an elected representative is needed, the policy outlines the process for the mayor to select a city council member to represent the city in place of the mayor. The policy also outlines the duties of the selected representative when representing the city. Generally, this involves preparing for the meetings and representing the interests of the city and not personal interests.

The second policy establishes a process to evaluate requests from outside agencies and non-profit organizations for funding. The policy establishes an application and review process that allows the request for funding to be evaluated to ensure that the request has a public purpose that provides a benefit to the city.

The third policy is an update to the existing policy establishing reserve amounts for the city's various funds. The main change in the policy allows city staff to transfer any unexpended general fund balance amounts at the end of the fiscal year into both the vehicle replacement account (50%) and the facility fund (50%) rather than just into the vehicle replacement fund. The intent of this change is to begin accumulating the additional funds needed to construct and/or remodel the facilities identified in the facilities master plan.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2023.12.09 Final Policy Adoption Resolution
2. 2023.08.30 City Council Representation on Outside Boards (1)
3. 2023.09.18 External and Non-Profit Funding Policy
4. 2023.10.27 External and Non Profit Funding Application
5. 2023.12.04 Fund Balance and Rollover Policy
6. 05-05 Signed

RESOLUTION NO. 23-[Category]

Policy Adoption Resolution

WHEREAS, the City of Post Falls City of Post Falls adopts policies to provide guidelines to ensure effective and efficient city operations; and

WHEREAS, from time to time, city staff review and update policies to ensure that the policies remain effective and

WHEREAS, city staff are proposing the adoption of the following new or amended policies; and

WHEREAS, the City Council finds it to be in the best interest of the city to adopt such policies.

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

Section 1. Policy Adoption.

That the following policies attached hereto as exhibits are adopted:

<u>Description</u>	<u>Exhibit Number</u>
1. Representation on Outside Agencies	1
2. Funding Outside Agencies	2
3. Fund Balance/Rollover	3

Section 2. Repeal of Conflicting Policies.

Policies that conflict with the policies adopted by this Resolution are hereby repealed.

Section 3. Effective Date. 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 December, 2023.

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:



City of Post Falls

City Representation on External Boards and Commissions Policy

Version 2023.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE AND SCOPE

From time to time, the city is asked to appoint representatives to serve on external boards, commissions, and other bodies (“Outside Boards” or “Board”) to facilitate communication among agencies and to further cooperative efforts to address regional issues. As the city's chief administrative official, the mayor would generally serve on Outside Boards as the city representative or appoint appropriate staff members to technical or advisory roles. However, it is not feasible for the mayor to serve on each Outside Board seeking representation from the city. This policy is intended to clarify how city representatives, both elected and employees, are appointed to serve on such Outside Boards and define the scope of their representation. For the purposes of this policy, the term staff member includes volunteers appointed to represent the city on Outside Boards.

This policy only applies to the city’s participation on regional Boards that address regional issues of importance to the city. This policy does not apply to employee participation on boards or committees related to the employee’s profession.

2) APPOINTMENT AND REPRESENTATION BY STAFF MEMBERS

- a. **Appointment:** When the city receives a request to appoint a city staff member to represent the city on an Outside Board, the appointment will be made by the City Administrator, who has been appointed by the mayor and city council to serve as the executive in charge of the day to day operations of the city under direction from the mayor. Where applicable, the city administrator may appoint an alternate representative to attend Outside Board meetings where the main delegate cannot attend all the Board’s meetings.
- b. **Basis of Appointment:** Staff members will be appointed based on the needs of the city, the needs of the Outside Board, and the subject matter expertise of the staff member.
- c. **Representation of City Interest:** Staff members participating in discussions with Outside Boards will represent the city's position. Personal positions, when given, must be identified and not represented as the position of the city. Staff members representing the city on Outside Boards are expected to review the agenda in advance and be prepared to represent the city’s position on all discussion topics. Further, staff members are expected to actively engage in the Board discussion on the city’s behalf. If the staff member is unclear about the city’s policy or position on a discussion topic, they should inform the Board that the staff member will review the topic with city administration and provide the city’s position at a future meeting. While representing the city on the Outside Board, the staff member is required to comply with all city personnel and ethics rules and all other relevant city policies, including this policy.
- d. **Reporting on Meetings:** Following Outside Board meetings, the assigned staff member should report back to their department head or other designated person on any issue of

significance to the city to enable the city to coordinate further action on the issue as necessary.

- e. **Removal or Reassignment of Staff Representative:** Staff member representatives to Outside Boards may be reassigned and replaced by the city administrator with a different staff member at any time based on the city's needs, which is not appealable.
- f. **Compensation:** Staff members will receive no additional compensation for representing the city on Outside Boards due to this policy.
- g. **Volunteers:** Volunteers who accept an appointment to represent the city on Outside Boards must sign an agreement acknowledging receipt of this policy and defining the scope of their representation of the city.

3) **APPOINTMENT AND REPRESENTATION BY CITY COUNCILORS**

- a. **Appointment:** When the city receives a request to appoint an elected official to represent the city on an Outside Board, the mayor will determine if they want to serve on the Board personally or appoint a city councilor to represent the city on their behalf. If the mayor determines that a councilor should be appointed to the Outside Board, that appointment must be confirmed by a majority vote of the city council consistent with the process contained in [I.C. 50-210](#) for the appointment of members of city boards and commissions. Where applicable, the mayor may appoint an alternate to attend Outside Board meetings where the main delegate may not be able to attend all the Board's meetings. If the main delegate to the Outside Board is unable to attend a Board meeting, the main delegate will notify the alternate and City Clerk as soon as possible after the main delegate realizes they will be unable to attend so that arrangements can be made for the alternate to attend the meeting.
- b. **Representation of City Interest:** Councilors appointed to represent the city in the place of the mayor will represent the policy and best interests of the city. When given, personal positions will be identified and not represented as the city's position. Regardless of personal opinion, the appointed councilor will vote consistent with city policy. By accepting the appointment, the city councilor agrees to abide by all applicable state laws, city ordinances, and council-approved policy decisions. These include, but are not limited to, the [Ethics in Government Act](#), the [Open Meetings Law](#), and the state [prohibitions regarding bribery and corruption](#). The appointed councilor is expected to review the agenda in advance to be prepared to represent the city's position on all discussion topics. If the councilor is unclear about the city's policy or position on a discussion topic, the councilor should discuss the matter with the mayor and act consistent with the mayor's direction where a policy or position has been adopted. In policy discussions, where the city council has not adopted a policy position, the appointed council member may have

the matter placed on a city council agenda to allow the full council to adopt a policy position.

- c. **Reporting on Meetings:** Following Outside Board meetings, the assigned councilor should report back to the mayor and city administrator regarding any issue of significance to the city to allow the city to take further action on the issue as necessary.
- d. **Removal or Reassignment of Elected Representative:** Councilors appointed to represent the city in the place of the mayor may be removed in a manner consistent with the method of removing members of city boards or commissions contained in [I.C. 50-210](#).
- e. **Compensation:** Councilors appointed to represent the city in the mayor's place will receive no additional compensation.

4) **LIST OF OUTSIDE BOARDS WITH CITY REPRESENTATIVES.**

The city will keep a list of Outside Boards with city representatives. The current list is attached as an exhibit to this policy. It represents the current roster of representatives approved at the time this policy was adopted. The list may be updated, from time to time, without the need to amend this policy, to maintain the accuracy of the list.

Appendix: List of Outside Boards with City Representatives

<u>Organization</u>	<u>Representative</u>	<u>Position</u>
• North Idaho Centennial Trail Foundation	Dave Fair	Liaison
• North Idaho Centennial Trail Joint Powers Board	Mayor Dave Fair	Board Rep. Alternate
• Kootenai County Metropolitan Planning Organization	Lynn Borders	Board Rep.
• Kootenai County Area Transportation Team	Rob Paulus	Board Rep.
• Idaho Washington Aquifer Collaborative	Alyssa Gersdorf Craig Borrenpohl	Board Rep. Alternate
• Spokane River Stewardship Partners	Alyssa Gersdorf Craig Borrenpohl	Liaison Alternate
• Spokane River Toxics Taskforce	Craig Borrenpohl Alyssa Gersdorf	Liaison Alternate
• Kootenai County Utilities Council	Adam Tate Matt Isch	Board Rep. Alternate
• Panhandle Area Council	Wally Cossairt	Board Rep.
• Inland Northwest Partners	Shelly Enderud	Board Rep.
• CDAEDC	Shelly Enderud	Board Rep.



City of Post Falls Funding External or Non-Profit Agencies Policy

Version 2023.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE AND SCOPE

The city is frequently asked to provide funding for external or non-profit agencies. Complying with this type of funding request, however laudable the service provided by the agency, raises potential legal risks for the city. Among other concerns, [Article VIII, Section 4, of the Idaho Constitution](#) places strict limits on the ability of the city to pledge its credit, in any manner, in aid of any private individual or entity or from becoming liable for any liability of such person or entity. This policy is intended to provide a framework to evaluate requests for funding from external agencies, including private and non-profit agencies, to ensure that any funding agreements entered into by the city have an identifiable public purpose that benefits the city, justifying the expenditure of limited public funds.

This policy applies to funding requests, requests for donations in kind, and less than market rate leases of public property. This policy does not apply to external agencies that the city participates in through an approved joint powers agreement, the city's membership in the Association of Idaho Cities, or other similar membership organizations. Further, this policy does not apply to city-funded employee memberships in professional organizations or employees serving on boards for external agencies.

2) APPLICATION AND EVALUATION OF FUNDING REQUESTS

- a. **Application:** To ensure that the city has sufficient information to evaluate the funding request, the request must be submitted in writing using the city's funding application form.
- b. **Review for Public Purpose:** All initial requests for city funding must be evaluated to determine whether there is an identifiable public purpose to the request that also benefits the city. The request must be a cost-effective method of meeting a public need. Generally, the request must:
 - i. Provide a service that complements or enhances a service that the city provides;
 - ii. Provide an identifiable secondary benefit to the city; or
 - iii. Provide a service that the city legally could provide but chooses not to.
- c. **Business Case Review:** Each request will be evaluated to determine whether the agency can deliver the proposed benefit. The evaluation will be based on the agency's history, organization, staffing, and business plan.
- d. **Budget Review:** Generally, each request for funding from an outside agency will be evaluated during the city's budgeting process for potential funding in the city's next annual budget. This allows the city's professional staff and city council an opportunity to

evaluate the continued validity of the request, along with comparing it against other budget items to establish a priority for funding.

- e. **Review for Legal Compliance:** In addition to ensuring that the funding request has a public purpose, each funding request will also be reviewed for compliance with other laws relevant to the request. Examples include reviewing requests from a faith-based organization to ensure that the request, if approved, is consistent with constitutional limitations concerning the separation of church and state, reviewing requests that might involve the [Public Integrity in Elections Act](#), or might otherwise have free speech or discriminatory concerns.
- f. **Written Agreement:** As a condition of approving funding, the external agency must enter into a written agreement with the city that limits the use of the public funds to those uses approved by the city and requires repayment in the event the external agency uses public funding for other than the approved uses. The agreement must also have a definitive term establishing the duration of the funding agreement, conditioned upon annual funding approval by the city and any other terms considered necessary by the city attorney. The term should be no longer than is necessary to meet the identified public purpose on which the funding request is based.
- g. **Reevaluation:** Upon the expiration of the term of the funding agreement, requests to renew the funding agreement must be reevaluated to ensure that the agreement continues to have a public purpose that provides a cost-effective benefit to the city and to ensure that the funding agreement still conforms to applicable city, state, and federal law. Each renewal of the funding agreement must include a definitive term establishing the duration of the renewal period.

3) **LIST OF EXTERNAL AGENCIES FUNDED BY THE CITY.**

The city will keep a list of external agencies receiving funding from the city. The current list is attached as an exhibit to this policy. It represents the current list of funded outside agencies at the time this policy was adopted. To maintain the accuracy of the list, it will be updated, from time to time, without the need to amend this policy.

Appendix: List of External Agencies Funded by the City.

<u>Organization</u>	<u>Term</u>	<u>Purpose</u>
• Specialized Needs Recreation	Annual	Recreation
• Post Falls Chamber	Annual	Tourism Advertising
• KMPO	Annual	Transportation
• Panhandle Area Council	Annual	Grant Admin.
• Inland Northwest Partners	Annual	Business Dev.
• City Link	Annual	Transportation
• Post Falls Food Bank	Long Term Lease	Community Welfare
• CDAEDC	Annual	Business Dev.
• Community Library Network	Long Term Lease	Library
• Post Falls Historical Society	Ongoing License	Community



City Of Post Falls External and Non-Profit Funding Application

Version 2023.0

CITY OF POST FALLS
408 Spokane St.
Post Falls, ID 83854
Phone 208.773.3511 ♦ Fax 208.773.8362

CHECKLIST

Your completed application should include:

<i>Original -</i>	Application and Forms	_____
<i>One copy -</i>	Current list of Board members	_____
<i>One copy -</i>	IRS 501 C (3) documentation (<i>if applicable</i>)	_____
<i>One copy -</i>	Most current IRS Form 990	_____
<i>One copy -</i>	Audit (<i>if available</i>)	_____
<i>One copy -</i>	Financial Report of past 2 years	_____

This should include income and expenses (versus budget), detailed balance sheet as well as **current year and projected budget**. (Also restricted funds / endowments should be referenced and restrictions noted).

Submit completed application to the City Clerk. Applications will be evaluated annually during the city budget process. To be considered for the next annual budget, which takes effect in October annually, the application must be received no later than April 30th.

Send or deliver to:

**City of Post Falls
408 Spokane St.
C/O City Clerk
Post Falls, ID 83854
Phone: 773-3511**

ORGANIZATION NAME: _____

MAILING ADDRESS: _____

STREET ADDRESS (if different): _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

TAX ID NUMBER _____

PROGRAM
NAME: _____

If you do not meet the following criteria you may not qualify for City of Post Falls funding.

- The Organization is a government or quasi-governmental agency, is incorporated and exempt from federal income tax under the provisions of Section 501 C (3) of the Internal Revenue Code, or is an entity that is otherwise eligible to receive tax deductible gifts.
- The organization is under the direction of a local volunteer governing body (board), or if it is a government or quasi-governmental agency, the agency has its own local governing body (advisory board/council).
- The organization has an established staff position (paid or unpaid) which is organized and functioning to administer the program.
- The service provided by the organization has a public purpose that also provides a benefit to the citizens of Post Falls.
- The organization serves the community without discrimination as to race, color, sex, religion, or national origin.

Authorized Person (Signature)	Phone	Board Chair/President (Signature)	Phone
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Printed Name and Title	Date	Board Chair/President (Printed)	Date
------------------------	------	---------------------------------	------

Name of person completing application forms	Signature	Phone
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PROGRAM OUTCOMES & GOALS

ORGANIZATION NAME: _____

PROGRAM NAME: _____

AMOUNT REQUESTED FROM CITY OF POST FALLS: _____

IS THIS A ONE-TIME PROGRAM OR AN ONGOING PROGRAM: _____

IF THIS IS AN ON-GOING PROGRAM HOW WILL THE PROGRAM BE FUNDED IN THE FUTURE?: _____

- **STATEMENT OF NEED & MISSION:** Describe the issue, problem, or condition in the City of Post Falls that this program seeks to address or change and explain how the funding from the City of Post Falls will be used to address the issue, problem, or condition.
- **PROGRAM GOALS:** What specific goals do you plan to achieve in the performance of this program? Does the program provide a service that complements or enhances a service provided by the City?
- **PROGRAM SERVICES (Activities and Outputs):** Describe the type of activities provided and the number of products produced (i.e. taught 10 jobs training classes to unemployed single parent mothers, fed 300 families each month, etc.).
- **OUTCOME OBJECTIVES:** How will you measure the success of your program (for example, how the organization will calculate the number of citizens served).

- Identify major changes in program services, finances, volunteer, and staff structure, during the past two years.
- Highlight major accomplishments during the past two years.
- What other funding sources does the organization have for this program?
- Volunteers and Staff

Total FTE Paid Staff: _____

Total FTE Volunteer Staff: _____

- What % of overall agency **program** is provided in the City of Post Falls?

Thank you for submitting your application!



City of Post Falls Fund Balance, Retained Earnings, and Year End Fund Balance Transfer Policy

Version 2023.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE AND SCOPE

It is important for the city to maintain sufficient contingency funds in its undesignated fund balances to ensure current and future fiscal health. Those reasons include, avoiding cash flow interruptions, funding unanticipated emergencies, saving for future capital and project expenditures, reducing the need for short-term borrowing, and maintaining an investment grade bond rating. This policy establishes the minimum fund balances that the city will seek to maintain. Additionally, this policy directs the disposition of unexpended general fund dollars at the end of each fiscal year.

This policy is advisory in nature and provides guidance to city elected officers and staff while developing each year's budget to further the city's goals of remaining providing for the long-term needs of the city and remaining fiscally stable. Annual budgeting decisions will be made by the city council.

2) PLANNED RESERVE FUND BALANCE AMOUNTS

- a. **Funds with operating and personnel costs:** City funds with operating and personnel costs will maintain a reserve balance of fifteen percent (15%) of the fund's appropriated budget.
- b. **Funds with only contract services (Sanitation Fund):** Funds that only have contract services will maintain a reserve balance of ten percent (10%) of the fund's appropriated budget.
- c. **Debt service funds:** Funds created for debt service are not required to maintain a reserve balance provided a Debt Service Guarantee fund exists.
- d. **Capital project funds:** Capital project funds are not required to maintain a reserve fund balance, however individual projects should have a sufficient contingency amount, typically five to ten percent (5-10%) of the total project cost.

3) BUDGETING FOR RESERVE BALANCES AND FUNDING FACILITY, VEHICLE REPLACEMENT, AND OTHER ACCOUNTS

- a. **Annual budget to meet reserve amounts:** Unless directed otherwise by the city council, city administrative staff, including the city's finance director, will prepare the annual budget with the minimum reserve fund balances identified in this policy. If the city is unable to maintain the minimum reserve balances identified in this policy due to emergency or other extenuating circumstances, the city council should use its best efforts to identify and appropriate sufficient funds to each fund so that the minimum reserve fund balance is restored within five (5) years.

- b. Annual budget for vehicle replacement account:** Unless directed otherwise by the city council, city administrative staff, including the city's finance director, will transfer fifty percent (50%) of any unexpended general fund dollars at the end of each fiscal year to the vehicle replacement account to replace existing city vehicles on a priority basis. Additional funding for the vehicle replacement fund will be determined and appropriated during the annual budgeting process.
- c. Annual budget for facility account:** Unless directed otherwise by the city council, city administrative staff, including the city's finance director, will transfer fifty percent (50%) of any unexpended general fund dollars at the end of each fiscal year to the facility account to fund the repair, replacement, and expansion of city facilities needed to provide city services. Additional funding for the facility fund will be determined and appropriated during the annual budgeting process.
- d. Enterprise replacement accounts:** Unless directed otherwise by the city council, city administrative staff, including the city's finance director, will prepare the annual budget with the goal of maintaining sufficient replacement and capital accounts in each enterprise fund to meet capital and replacement needs as indicated in the most recent adopted master plan for that enterprise fund. Unless directed otherwise by the city council, city administrative staff, including the city's finance director, will transfer one hundred percent (100%) of any unexpended enterprise fund dollars at the end of each fiscal year to that enterprise replacement account.
- e. Debt service reserve accounts:** Unless directed otherwise by the city council, city administrative staff, including the city's finance director, will prepare the annual budget for each enterprise fund with outstanding debt to provide a debt service reserve account equal to the full annual debt service amount. Additional funding for debt service will be reserved prior to incurring the debt if necessary.

RESOLUTION NO. 2005-05

A RESOLUTION ESTABLISHING POLICIES AND PROCEDURES RELATING TO THE CITY'S FUND BALANCE AND RETAINED EARNINGS

WHEREAS, it is the desire of the City Council to adopt a fiscally sound policy relating to fund balances and retained earnings that will allow the city to meet the needs of the city, including unanticipated emergencies, and provide for capital replacements, while generating interest income and reducing the need for short-term borrowing, thereby maintaining an investment grade bond rating.

NOW THEREFORE, BE IT RESOLVED by the mayor and city council of the city of Post Falls that the following Fund Balance/Retained Earnings Policy be adopted:

Fund Balance/Retained Earnings Policy

1. The City will strive to maintain a minimum undesignated fund balance, called contingency account, for each of the City's Funds. These contingency accounts will be used to avoid cash flow interruptions, fund unanticipated emergencies, generate interest income, reduce the need for short-term borrowing and assist in maintaining an investment grade bond rating.
 - a. Funds with both operating and personnel costs shall strive to maintain a balance of 15% (fifteen percent) of the fund's budget.
 - b. Funds with contract services only, that have the ability to discontinue service, shall strive to maintain a balance of 10% (ten percent) of the fund's budget.
 - c. Debt service funds will not be required to maintain a contingency account, as long as a Debt Service Guarantee fund exists.
 - d. Capital funds will not be required to maintain a contingency account. Individual projects within the fund should budget a contingency amount within the project.
2. The City will strive to budget each year the amount necessary to maintain the contingency accounts at the appropriate balance.
3. If the contingency account should fall below the above minimum balance due to usage, the City will strive to budget the amount necessary for that fiscal year to get back to the appropriate balance within 5 (five) years.

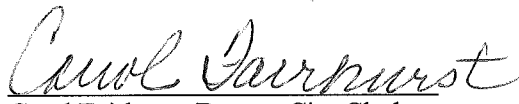
4. The City will strive to maintain a vehicle replacement account in the general fund. This account will be used to replace vehicles with the highest replacement need each year. Funding of this account will be determined during the budgeting process.
5. The City will strive to maintain sufficient replacement accounts in the enterprise funds to provide for their capital replacement needs. The City shall strive to fund these replacement accounts at the annual depreciation amount.
6. The City will strive to maintain sufficient debt service reserve accounts in those enterprise funds that use debt. The City shall strive to maintain these amounts at the annual debt service payment amount for the fund. Additional funds may be set aside prior to financed project if deemed necessary to the project.

The City Finance Director shall have the authority to execute these policies and take the necessary actions for the policy implementation.

PASSED by the City Council this 15th day of March, 2005.


Scott Grant, Council President

Attest:


Carol Fairhurst, Deputy City Clerk



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: I90 / SH-41 Interchange (Project A02(442)) Water Main Insertion Valves

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes the State of Idaho (ITD) to proceed with modification of the water main revisions, as part of the I-90 / SH41 Interchange project, to include "Insertion Valves" at an estimated additional cost of \$101,421.55.

DISCUSSION:

On June 15, 2023, the City entered into a Cooperative Construction Agreement with the State of Idaho (ITD) for the construction of the I-90 / SH41 Interchange. Part of the City's responsibilities within the agreement includes modifications to the City's water system at the intersection of Mullan Ave. / SH41 to accommodate the State's project. ITD is constructing the modifications to the City's water system at the City's cost. In order to complete the work within the Mullan / SH41 intersection, the existing 18-inch main water trunkline in Mullan Ave. will need to be disconnected; essentially isolating the City from the Highlands and the Highlands Reservoirs for a period of up to 24 hours. With the Highlands reservoirs isolated, there will be limited water availability to the Highlands and reduced ability to provide sufficient fire flow in the event of an emergency. The City has worked with the State and their contractor on the feasibility of utilizing "Insertion Valves" that would reduce the time frame and risks associated with construction of water main revisions.

The cost for acquisition and installation of two (2) "insertion valves" for the project is estimated at \$101,421.55 and was based on the review of three (3) quotes (ranging from \$101,000 to 173,000) acquired by the contractor. Use of the two (2) "insertion valves" would allow for the opportunity of the City to reduce other water costs by up to \$25,000 with the removal of two (2) other valves.

The City has previously paid the State \$637,153.75 for the water utility work being done with the project. The inclusion of the insertion valves would represent a cost increase of 14%. Additional work items associated with the valve installation (traffic control, excavation, and shoring) would be covered by the State as part of the project. Approval and payment for changes of this nature are covered by the existing Cooperative Construction Agreement within Sections I.14, 2.3 and 2.6.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 13, 2023 - Cooperative Construction Agreement and MOU with State of Idaho (ITD) with City financial participation of \$1,192,151.65

APPROVED OR DIRECTION GIVEN:

Council approved execution of the Agreement and MOU.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$ 101,421.55

BUDGET CODE:

Water 753-462.1710.95520

ATTACHMENTS:

1. Quote
2. Executed Cooperative Construction Agreement 6.15.23

Curb Box Specialists Inc.

420 N 17th St.
Billings, MT 59101

Quote

Date	Quote #
11/29/23	5961

To:

Kyle Edwards
6805 E Seltice Way
Post Falls, ID 83854

P.O. No.

Terms

Project

Quotes - 2 EZ Valves

Qty	Description	Cost	Total
1	18" EZ Valve	31,875.51	31,875.51
1	Labor to install Valves	27,124.49	27,124.49
1	16" EZ Valve	24,773.10	24,773.10
1	Labor to Install Valves	15,129.40	15,129.40
	AVT FDA Food Grade Tape	121.00	121.00
	AVT FDA Ultra Lube	1,398.05	1,398.05
	FREIGHT NOT INCLUDED ESTIMATE: \$1000.00		

Please sign and return this bid in order for work to begin as scheduled. Payment to be made as noted above.

I understand that in the event any unpaid balance is placed for collections with any third party collection agency a fee of 50% of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorney fees, late fees, and any other fees so stated elsewhere. The authorized fee of 50% and the additional costs and charges listed above represent the actual costs incurred by Curb Box Specialists to collect amounts owed under this agreement and a corresponding decrease in expected revenue resulting from this signer's failure to pay as specified in this agreement.

Thank-you for your business

Total

\$100,421.55

All materials guaranteed to be as specified and completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the quote.

Due and payable upon receipt of invoice unless noted above. A service charge of 1-1/2% per month on unpaid balances over 30 days applies. We reserve the right to lien property on past due accounts.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined here.

Signature _____

Date of Acceptance: _____

~ (406) 652-5523 ~ www.thewaterman.com ~ spencer@thewaterman.com ~ (877) 652-5523 ~

Curb Box Specialists Inc. is a licensed, bonded & insured company. MT Contractor's Registration #: 36826

COOPERATIVE CONSTRUCTION AGREEMENT
PROJECT NO. A02(442)
I-90, SH-41 IC
KOOTENAI COUNTY

20442

THIS AGREEMENT is made and entered into this 15th day of June, 2023, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF POST FALLS** hereafter called the City. This agreement will terminate with the final acceptance of the construction project in accordance with Subsection 105.15 of the 2018 Standard Specifications for Highway Construction.

AGREEMENT:

This agreement shall supersede the previous construction agreement dated 03-06-2020 for SH-41 within the stated limits but shall be complimentary to the Memorandum of Understanding for Maintenance dated 06-15-23.

PURPOSE:

The State has scheduled this project to reconstruct SH-41 from Seltice Way to 12th Avenue, and I-90 at the SH-41 Interchange. Work on the project includes roadway and bridge construction, traffic signals, utility work, construction of pedestrian/bike path, and a pedestrian underpass. This Agreement will provide for the responsibilities of the parties regarding construction of the project.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The parties agree as follows:

SECTION I - The State will:

1. Program the construction of the project and execute all necessary agreements with the Federal Highway Administration, securing the Federal Government's pro rata participation in the eligible construction costs.
2. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid, and notify the City thereof.
3. Award a contract for construction of the project based on the successful low bid.
4. Assume its share of all construction and engineering costs for the projects, including but not limited to road and bridge construction, traffic signal installation, illumination, combined use pedestrian/bicycle pathway, utilities, and miscellaneous specialty items necessary to complete the projects. City's financial responsibility for the project is detailed in Exhibit A.

Cooperative Agreement
I-90, SH41 Interchange, Kootenai Co Project
Key No. 20442
Page 1

5. Construct the following items and utilities solely at the financial responsibility of the City. The City will reimburse the State 100% of the actual construction cost of these items. Estimated costs for these items are detailed on Exhibit A:
 - a. New potable water lines.
 - b. Extension and protection of existing sanitary sewer lines.
 - c. Specifically requested sections of sidewalk.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the projects in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders.
7. In cooperation with the City, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
8. Install initial placement of Special Pavement Markings – stop bars, crosswalks, arrows.
9. Furnish and install all official guide signs at junctions of the urban extensions to the state highway system and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the State highways.
10. Through issuance of an Encroachment Permit, allow the City to retain, maintain, connect to and improve all existing City-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way and also new facilities to be installed within the new additional right-of-way.
11. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
12. Upon completion of the projects, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the City summarizing the estimated and actual costs, indicating an adjustment for or against the City. Any excess funds transmitted by the City and not required for the project will be returned within sixty (60) days.
13. Provide to the City of Post Falls as-built plans of the completed project, in hard copy (11x17) and digital (.pdf and AutoCAD) including surveyed locations (Idaho State Plane NAD 83 1992 adjustment Horizontal and NAVD 1988 vertical) of Sanitary Sewer cleanouts, manholes, termini of sewer mains and services, drywells, water valves and meters, fire hydrants, water main casing termini, water main bends and fittings installed by the project.
14. Coordinate the review and concurrence of the City for change orders that will impact the City's financial obligation to the project.

SECTION II - The City will:

1. Within ninety (90) days of full execution of this agreement, begin paying the State the actual sum represented by their share of work approved and awarded calculated to be \$1,192,151.65 via a mutually agreeable payment schedule with all remaining balance due on or before final acceptance of the project.
2. Remit funds owed the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
3. If the City's share exceeds the amount set forth in Section II, Paragraph 1, upon notification by the State, transmit to the State the City's share of such excess cost or enter into an agreement to pay such excess cost on a mutually agreeable payment schedule.
4. Upon receipt of the statement referred to in Section I, Paragraph 12, indicating an adjustment in cost against the City, promptly remit to the State that amount through the ITD Payment Portal.
5. Cooperate with the State in the selection and designation of suitable detour(s) routing during project construction.
6. Cooperate with the State in the timely review and approval of change orders that impact City owned Utility Work (Water lines and Sanitary Sewer lines- Exhibit "A" Item 2)

SECTION III – General:

1. Sufficient Appropriation. It is understood and agreed that the State and City are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate either beyond the term of any particular appropriation of funds by the Federal Government, the State Legislature or City Council as may exist from time to time. The State and the City reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government, the legislature of the State of Idaho or the City Council fails, neglects or refuses to appropriate sufficient funds as may be required for the State or the City to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the City.

EXECUTION:

This Agreement is executed for the State by its District Engineer for District One, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Post Falls.

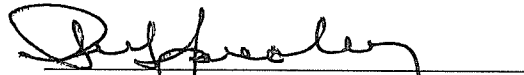
IDAHO TRANSPORTATION DEPARTMENT


District Engineer

ATTEST:

CITY OF POST FALLS


City Clerk


Mayor

(SEAL)

By regular/special meeting
on 6/15/23.



Exhibit A

Distribution of Costs of Construction

- 1) City financial obligation for traffic signals (pro-rated based on number of additional signalized lanes entering the intersection from City Streets).

- a. Mullan Avenue & SH-41: (City = 33.3% (2 of 6), State = 66.7%)

- Estimated Total Cost = \$1,483,000.00
- Mullan Ave – 2 lanes (1 lane from each direction, east & west)
- SH 41 – 4 lanes (2 lanes from each direction, north & south)
 - City Portion = \$ 493,839.00
 - State Portion = \$ 989,161.00

- 2) Utility work - City of Post Falls owned:

- Water lines:

S600-045A	6" PVC	19 LF	@	\$210.00	\$3,990.00
S600-045B	8" PVC	60 LF	@	\$225.00	\$13,500.00
S600-045C	12" PVC	1,874 LF	@	\$140.00	\$262,360.00
S600-045D	18" PVC	315 LF	@	\$315.25	\$99,303.75
S901-05J	R&R FH	3 EA	@	\$7,000.00	\$21,000.00
S901-05O	6" GV	1 EA	@	\$2,500.00	\$2,500.00
S901-05P	8" GV	2 EA	@	\$3,250.00	\$6,500.00
S901-05Q	12" BFV	2 EA	@	\$6,500.00	\$13,000.00
S901-05R	18" BFV	2 EA	@	\$12,500.00	\$25,000.00
S904-05E	24" CASING	1 LS	@	\$190,000.00	<u>\$190,000.00</u>

Sub-total \$637,153.75

- Sanitary Sewer lines:

605-205A	4" SAN SEW PIPE	14 LF	@	\$325.00	\$4,550.00
S911-05G	SPLIT CASING	40 LF	@	\$670.00	<u>\$26,800.00</u>

Sub-total \$31,350.00

- 3) Centennial Trail Revisions - City of Post Falls owned:

- Ross Pt/3rd Ave

615-651A	Traf Sep	261 LF	@	\$67.10	\$17,513.10
614-025B	Curb Ramp	10 SY	@	\$511.50	\$5,115.00
614-015A	SDWK	96 SY	@	\$74.80	<u>\$7,180.80</u>

Sub-total \$29,808.90

Total \$1,192,151.65

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Request to Hunt on Land Application Property

ITEM AND RECOMMENDED ACTION:

Staff request City Council to provide formal direction on whether to pursue development of hunting on city-owned land application property. Staff recommend not allowing hunting.

DISCUSSION:

Background: From time to time, city staff have received requests for permission to hunt on the city's future land application property. This property was purchased using wastewater funds and is dedicated to the primary purpose of providing the city with a site upon which to use recycled water when that becomes necessary.

Recently, staff received a request from Mr. Brien Golis who would like to hunt geese on the property. Mr. Golis offered to undertake the necessary work to develop a plan and to manage it. Staff considered this request and responded to Mr. Golis with a denial of his request. Mr. Golis has asked the city to reconsider and suggested the matter be taken before city council.

Analysis: This request has been discussed by the Public Works, Parks and Recreation, Police, and Administration department heads who unanimously recommend against allowing hunting. Staff are supportive of hunting in general, where it is safe and appropriate. This property does not meet that definition. The police department was particularly concerned about the anticipated complaints from neighbors concerned with noise and safety.

In recent times, staff have denied all of the requests to hunt for several reasons. First, city code prohibits the discharge of firearms within city limits (9.36.030). Second, this property is currently leased to a farm tenant. Due to the lease, the city does not have the right to allow 3rd parties to access the property. Finally, and most importantly, even if these obstacles are overcome staff have significant concerns with the safety of nearby residents and travelers on the adjacent roads. No longer are farms on the prairie isolated from the urban environment and populated areas.

For consideration, estimating that bird shot can travel about 300 yards, staff prepared a map to understand where a "safe zone" might exist with a buffer from roads, structures, and other locations where people might be. The resulting area was limited, and that map is attached for review.

If hunting were to be recommended at some point, a process would need to be built into a new lease with the farm tenant, a special permit to discharge firearms would need to be issued by city council, and a possible suspension of the noise ordinance would need to be evaluated. The code provision allowing for issuance of a permit was intended to be used for the creation of firing ranges "in fixed localities and under specified rules."

Staff have inquired whether Rathdrum or the Hayden Area Regional Sewer Board permit hunting on

their land application properties. Neither allow hunting for similar reasons to those outlined above.

Recommendation: Staff request clear direction from council as to whether further effort should be made to develop a plan to allow hunting on this property. Staff strongly recommend keeping the existing prohibition on shooting within the city limits in place, and therefore not allowing hunting on city land application property.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Staff time would be required to develop and administer a hunting program.

BUDGET CODE:

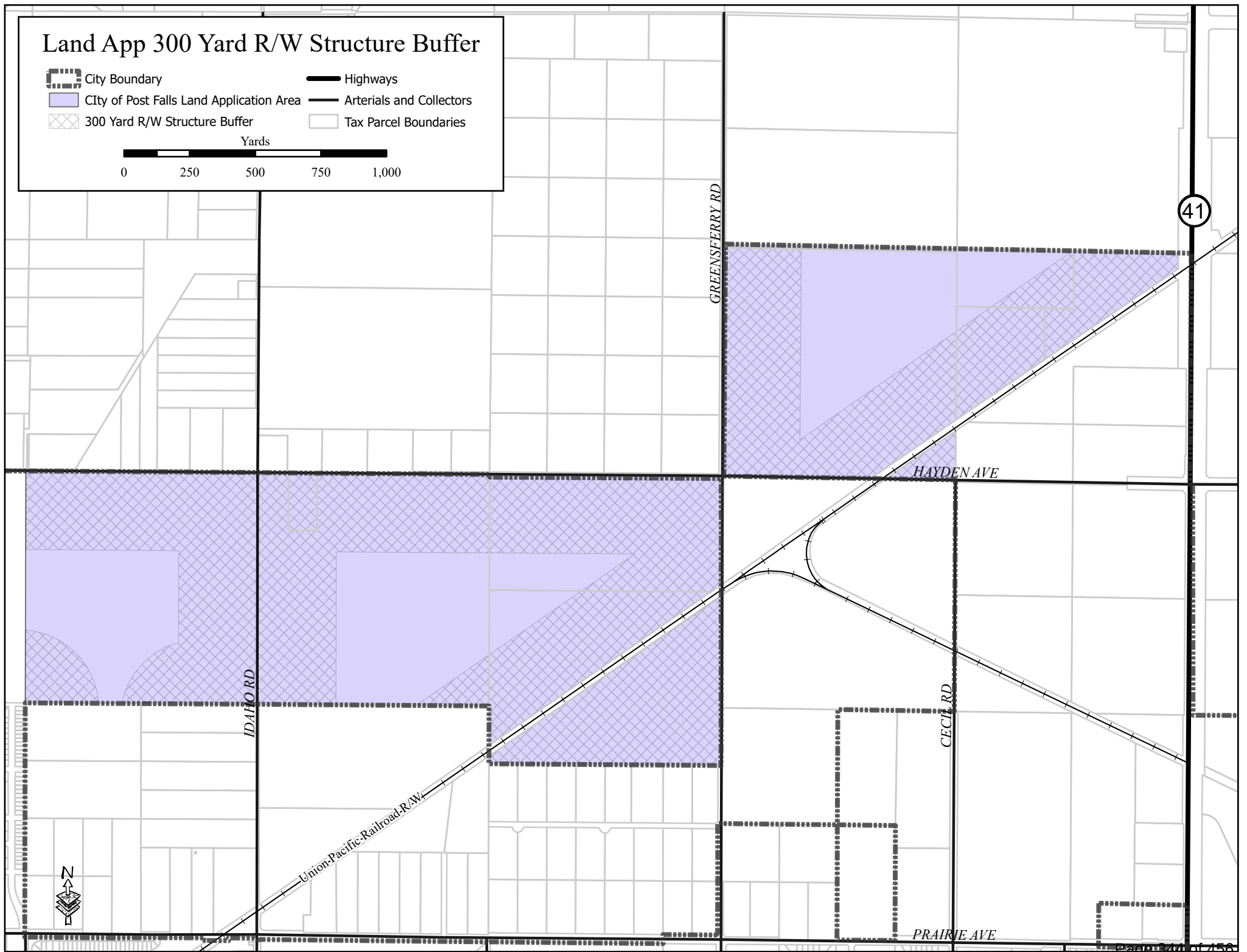
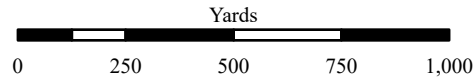
N/A

ATTACHMENTS:

1. 300YrdBuffer
2. HuntingEmails

Land App 300 Yard R/W Structure Buffer

-  City Boundary
-  Highways
-  City of Post Falls Land Application Area
-  Arterials and Collectors
-  300 Yard R/W Structure Buffer
-  Tax Parcel Boundaries



John Beacham

From: Brien Golis <briengolis@gmail.com>
Sent: Tuesday, December 5, 2023 11:51 AM
To: John Beacham
Subject: Re: Request to hunt

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

John,

Thank you for taking the time and taking the diligence to weigh this out w/your respond. I have some responses to your concerns above and I'll address the "low hanging fruit" and maybe we can discuss further on the items that are of concern that aren't so easy to answer or get through.

1. heavy metals. All waterfowl must be taken with non toxic shot in the US, <https://www.fws.gov/story/2022-04/nontoxic-shot-regulations-hunting-waterfowl-and-coots-us>. This is federal law and the heavy metal aspect of waterfowl hunting isn't an issue and hasn't been for well over 30 years. This is literally adding extremely small amounts of iron into the ground. I can guarantee you the infrastructure currently sitting out there that no one is worried about on the land is adding more heavy metals to the ground in a single season than anything added by this over an entire lifetime of hunting.

2. safety. I understand the concerns with this. This is becoming more of an issue with the continued growth and people moving here every year who don't understand how hunting and the typical way of idaho living up until very recent times works. That being said, excluding lifetime residents of idaho to appease californian transplants who don't want to hear ANY recreational activities that take place within county noise ordinances (like anything involving large amounts of children) once in a blue moon isn't something I'm a fan of nor do i believe is in the best interests of the community. Space is a precious commodity, and even with looking at your map I believe you're looking at the glass as half empty. There are still opportunities that would work safely for EVERYONE. The 300 yard buffer on your map is by far more than enough, and if it is outside of that, how is it unsafe? Anymore unsafe than anything else, like stray frisbee golf discs (these cause ample amounts of bystander injuries on city property every year), stray baseballs, or simply traffic accidents on or around city property? I haven't even touched on the farmer who is looking to increase their revenues by now being able to charge access (if a leasee was to charge for this access since the city has defined this as in their purview per your lease agreement). This narrow minded view is taking away their abilities to make money as well.

3. Access. There are millions and millions of dollars being spent on preserving the prairie and the way of life that went along with it. I don't understand why every effort and even loans with interest taken out to build pickleball courts, water parks, gazebos, baseball fields, frisbee golf or to simply encourage mixed usage property development is taken but items that don't cost the city a single dime are not taken seriously. This especially when, I at least, teach my children to hunt and use the land to feed families and self sufficiency. This is a recreational sport that puts food on the table for families of this area. How is this something to be completely shunned and discouraged? I for one think this is wrong anywhere but especially in NORTH IDAHO. If we can't figure out a plan or at least a way for our local government to entertain this further, then I don't really know why I live here anymore. Might as well just give up now and start calling this place Stockton Idaho!

4. proposed usage plan, management, and liability. I'm more than willing to volunteer my time into developing a proposed plan, management of the plan, and to help with liability waivers for the city to use or accept. There are solutions to every single item the city has concerns with and I'm a motivated resource. Let's take this further before shooting it down completely.

I'd like to take the appropriate channels, continue this conversation with whomever I need to talk to, and to talk to whomever has been a part of this conversation so far. But like I said on the phone I'm persistent and I'm more than happy with just taking this directly to the city council and going that route if we can't get anywhere here.

If you could, please provide the contacts of the city employees who have worked on this so far and were a part of the decision. I'd like to follow up with each of them directly if appropriate.

Again, thank you.

Brien Golis
(208) 912-4632

On Tue, Dec 5, 2023 at 10:35 AM John Beacham <jbeacham@postfalls.gov> wrote:

Mr. Golis-

Thank you for your call about hunting on the city's land application property located along Hayden Avenue in Post Falls. After our discussion, I met with several other directors to consider how we might approach this request. For background, the city owns this property for the purpose of irrigating farm property with recycled water from our water reclamation facility. The decisions we make regarding the management of this property are made with the goal of maintaining or improving our ability to be successful in that endeavor. The city is investing millions of dollars in this approach to managing our reclaimed water in order to comply with state and federal regulations.

Our current situation does not allow us to grant requests for use of the property, either to hunters or to others wishing to use it, as we currently lease this property to a farmer who manages and maintains it. Under the lease, we do not have the legal right to permit further use of the property. It is possible that the farmer leasing the property could request permission for a limited hunt, and I'll discuss that further below.

After discussion, even outside the question of the lease, our recommendation is to maintain the current prohibition on shooting, and therefore hunting, on this property. Our primary concern is safety, as you might well imagine. No longer are farms on the prairie isolated from the urban environment and populated areas. Knowing that bird shot can travel about 300 yards, we prepared a map to understand where a "safe zone" might exist with a buffer from roads, structures, and other locations where people might be. The resulting area was pretty limited. I've attached that map for your review. Relative to our plans for recycled water irrigation, we expect our facility to be subject to much greater environmental scrutiny than an average farm. This will almost certainly include monitoring the soil for any accumulation of heavy metals. Permitting hunting would create a challenge to the success of that program in that we'd have to avoid deposition of metals into the soil.

If in the future, the tenant of the property wished to have a depredation hunt, that request would be considered against the concerns above and against any alternative approaches. If it were found to be merited, the City Council would have to authorize a special permit for the discharge of firearms. The provision in the code for such a permit is for

“a fixed location” so it’s unclear whether that permit would be approved for a hunt. The permit option was intended to be used for gun ranges. The matter of the noise ordinance would also need to be considered.

Thank you for bearing with my long-winded response. This isn’t something we arrived at without careful consideration and my goal was to give you an idea of where we were coming from.

John Beacham

City of Post Falls

Public Works Director

408 N Spokane Street Post Falls, ID 83854

Phone: 208-457-3374

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: 2024 Water Distribution Project - Design Contract with Century West

ITEM AND RECOMMENDED ACTION:

City Council reviews and approves the professional services agreement with Century West Engineering Corp and authorizes the Mayor to sign the Agreement.

DISCUSSION:

The Water Division maintains a pipeline replacement fund to complete necessary replacement of aged water distribution mains. Selection of projects is based on prioritization based on field investigations and recommendations documented in the 2018 Water System Master Plan. The selected project for the 2024 annual replacement program includes replacement of water mains within Westwood Drive, Sandpiper Loop, Pinewood Drive, Ridgewood Drive, portions of Ross Point Road, Maplewood Avenue, 1st Avenue, and Ponderosa Boulevard. Exhibit A of the attached contract provides a graphic of the selected work area.

The attached contract will allow for preliminary engineering, field survey, preliminary and final system design, and bidding support. The contract does not cover construction or construction management.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this work will come from the Distribution System Design fund. The contract is for \$100,000. A 10% contingency, \$10,000 is also requested for unforeseen events or project changes that will benefit the water system. Use of the contingency will require authorization from the Public Works Director or his designee. City Council approval is for \$110,000.

BUDGET CODE:

753-462.3225.95550

ATTACHMENTS:

1. Consultant Contract - 2024 Water Main Replacements - MM Signed

CITY OF POST FALLS:

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

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

City Project Manager: [Jaxon Fleshman], [Project Manager]. Phone: (208) 262-7357.
Email: [jfleshman@postfalls.gov]

CONSULTANT:

Century West Engineering Corp.
2120 N Lakewood Dr. Suite B, Coeur d'Alene, ID
Firm Project Manager: Matthew Morkert, P.E., Vice-President. Phone: (208) 758-0620
Email: mmorkert@centurywest.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the “City,” and Century West Engineering Corp. having offices for the transaction of business at 2120 N Lakewood Dr. Suite B, Coeur d'Alene, ID hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

WITNESSETH:

WHEREAS, the City desires to obtain professional design services for the 2024 Water Main Replacement Project, 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 will be in the City of Post Falls.

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

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

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

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

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

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid at an hourly rate based on the rates listed in the budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$100,000.00 without a change order approved in writing by both parties. Prices

and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. REIMBURSABLE EXPENSES: Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs by the Consultant and the Consultant's employees in the interest of the project.

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

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

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

3.6. FINAL INVOICE: For the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. INSURANCE: The Consultant will maintain, at a minimum, the insurance coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without forty-five (45)

days prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy concerning activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance afforded applies separately to each insured against whom a claim is made, or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed, and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Works Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

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

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

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

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

4.6. FAILURE TO COMPLY: Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

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

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

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

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

ARTICLE 6. INDEMNIFICATION

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

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

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

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

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

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

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option) the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringes upon the intellectual property rights of

another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments, and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

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

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

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).
- b. **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

- c. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

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

1. 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: December ____, 2023

CONSULTANT

Matthew Morkert, P.E., Vice-President
Century West Engineering Corp.

Date: December 8, 2023

State of Idaho)
: ss
County of Kootenai)

On this 8th day of December, 2023 before me, a notary for the State of Idaho, personally appeared Matthew Morkert, P.E. who, being by me first duly sworn, declared that they are a Vice-President of Century West Engineering Corp. 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



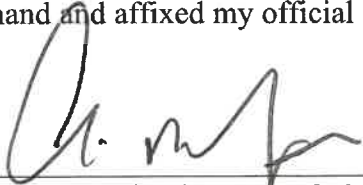

Notary Public for the State of Idaho
Residing at: CDA ID 83815
My Commission Expires: 8/4/2029

EXHIBIT A
City of Post Falls – 2024 Water Main Replacement Project,
Design Phase Services
Scope of Work

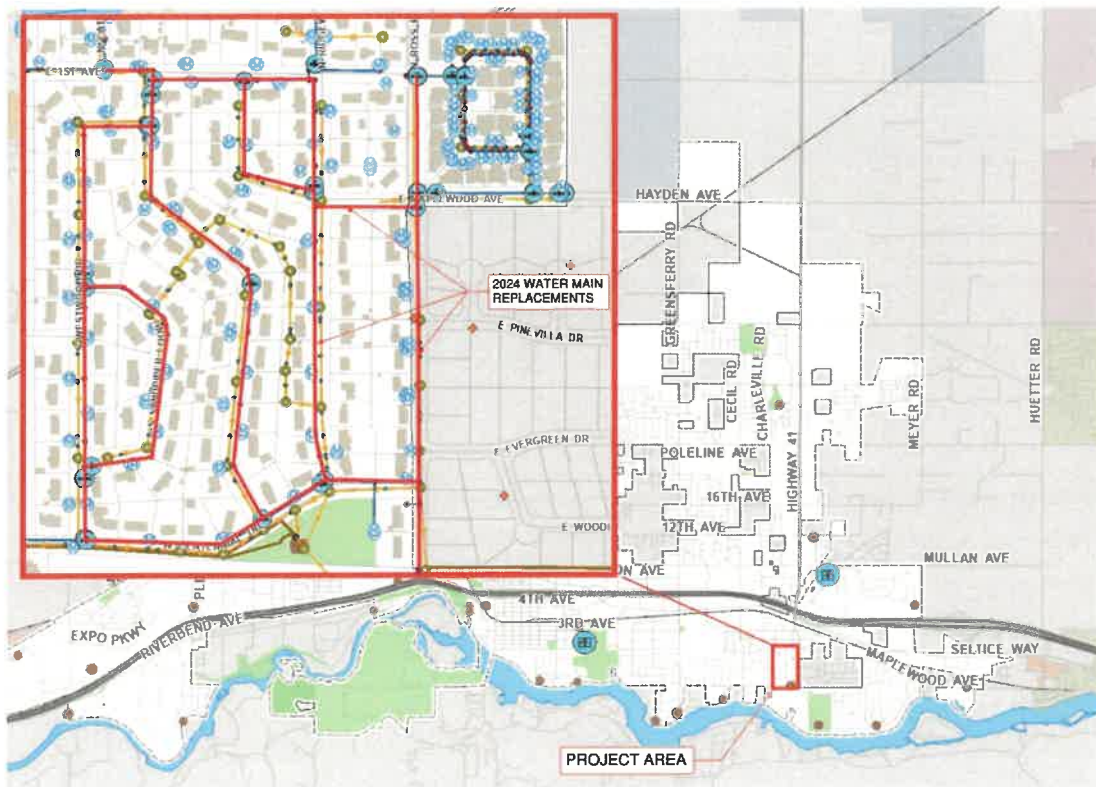
Owner: City of Post Falls, Idaho (City)
Consultant: Century West Engineering Corporation
Project Title: 2024 Water Main Replacement Project
Work Description: Design Phase

Description:

Segments of the City of Post Falls water distribution system are in need of replacement due to age and deterioration. The City has committed to an annual replacement program to make these improvements. The need for the improvements is documented in the City's 2018 Water System Master Plan.

Improvements intended for the 2024 construction season include water lines within Westwood Drive, Sandpiper Loop, Pinewood Drive, Ridgewood Drive, Ross Point Road, Maplewood Avenue, 1st Avenue, and Ponderosa Boulevard.

The project location and components are illustrated in the following figure.



Scope of Work

Task 1100, Preliminary Engineering Report –

- A. Consultant shall prepare a brief Preliminary Engineering Report (PER) in accordance with DEQ requirements and will include general project information, coordination with the Post Falls 2018 Water System Master Plan, code provisions, cost estimates, construction schedule, and other applicable items as described in Section 503 of the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08).
- B. Consultant will provide a draft PER to the City for the purpose of review and comment.
- C. Upon receipt of comments from the City, Consultant shall update and prepare a final PER. Consultant shall provide two copies of final PER to the City and one copy to DEQ for final approval.
- D. Upon receipt of comments from DEQ, if any, Consultant will coordinate a response to comments, and update the PER as needed.

Task 7500, Field Survey –

- A. Field Data Collection; Consultant will conduct a topographic field survey to determine the physical layout of the existing project location within the approximate ROW width of the roadways.
 - a. Vertical control will be established from existing USGS or ITD monuments, and will be based on NAVD 88 datum.
 - b. Horizontal control will be based on local control coordinates.
 - c. Approximate construction limits will be established from found monuments and property corners.
 - d. Right of Way will not be established for project.
 - e. The consultant shall locate and survey valve boxes, water mains, and where possible, services to determine surface elevations and features in the area of work.
 - f. Information regarding the nature and extent of subsurface utilities and structures in the project area will be provided by the City and utility records, and from field locates performed by the City. The Consultant shall contact other companies known to have utilities within the area to request maps and location information. Consultant shall incorporate this information into the construction plans. The City will provide any available easement information for the existing water line if applicable, which will be included on the plans.

Task 2000, Preliminary Design –

- A. The Consultant shall prepare electronic base maps using field survey data and drawings provided by utility companies. The base map shall include topography, known underground utilities, and physical features of project site.

- B. The Consultant will provide design for construction of new water mains as recommended and described in the Water System Master Plan. Design will include establishment of horizontal and vertical layout of water line, profile, and typical cross sections. Improvements shall generally include the following:
 - a. Replace Water Mains:
 - i. Westwood Drive; Pinewood Dr. to E. Ponderosa Blvd.
 - ii. Sandpiper Loop; Westwood Dr. to Westwood Dr.
 - iii. Pinewood Drive; E. 1st Ave. to E. Ponderosa Blvd.
 - iv. S. Ridgewood Drive; E. 1st Ave. to E. Ponderosa Blvd.
 - v. S. Ross Point Road; E. 1st Ave. to E. Ponderosa Blvd.
 - vi. E. 1st Avenue; N. Caton St. to Ross Point Rd.
 - vii. Maplewood Avenue; E. 1st Ave to Ross Point Rd.
 - viii. E. Ponderosa Boulevard; Westwood Dr. to Ross Point Rd.
- C. Preliminary Design Documents shall generally consist of preliminary design criteria, drawings, and specifications.
 - a. The bidding and contract requirements will generally follow “Idaho Standards for Public Works Construction” 2015 edition (ISPWC) standard format.
 - b. Improvements design shall be in accordance with DEQ “Idaho Rules for Public Drinking Water Systems”.
 - c. Civil work shall generally follow ISPWC and City of Post Falls Standard Plans.
 - d. The plan sets will be provided in 11”x17” format, and electronically in PDF format.
- D. Consultant will provide two sets of preliminary plans, specifications, and cost estimates to the City and one set to DEQ for the purpose of review and comment. This review will be the last opportunity for significant changes to the plans.

Task 2300, Final Design –

- A. Upon receipt of comments from DEQ and City, Consultant shall update and prepare final bidding documents. These shall include final plans, specifications, and cost estimate.
- B. Consultant shall provide two copies of final PS&E package to the City and one set to DEQ for final approval. The plan sets will be provided in 11”x17” format, and electronically in PDF format.

Task 5000, Project Coordination & Management –

- A. General Project Coordination and Project Management: This will consist of daily management and oversight of the project and involve administrative tasks that are required during the course of the project including project accounting and monitoring project schedule. The project manager shall also coordinate the work and tasks of the design team, including subconsultants, to ensure proper execution of the design effort.

- B. The Project Engineer shall attend up to four meetings with the City's representative to present and discuss plans for the project. The first and second meetings shall be held to discuss preliminary design data and refinement of proposed improvements. The third meeting shall be held to present preliminary plans, prior to refinements and finalization of the bid documents. The last meeting shall be held to present final plans and specifications to the City's representative for approval.
- C. The Consultant shall coordinate and communicate with the Department of Environmental Quality (DEQ) and other applicable agencies throughout design. The Consultant shall complete status reports for the City as required.

Task 6000, Advertise, Bid, and Award –

- A. Consultant shall prepare Advertisement for Bids in accordance with City requirements.
- B. Consultant shall provide contract documents to prospective bidders through an online plan center.
- C. Consultant shall respond to bidders' inquiries, issue clarifications and/or prepare addendums as required.
- D. Consultant shall attend bid opening, evaluate bids, prepare bid tabulation and recommend award of construction contract.
- E. All bidding will be performed in accordance with City requirements.

Additional Information:

The following Additional Services are outside of the current scope but may be added by amendment for additional scope and fee:

- 1. Environmental Review
- 2. Construction Easements
- 3. Right of Way Determination / Certification
- 4. Construction Management/Administration/Inspection Services

Documents Prepared by the Consultant:

- 1. Preliminary Engineering Report
- 2. Preliminary Plans, Specifications, and Cost Estimate
- 3. Final Plans, Specifications, and Cost Estimate

To be furnished by the City:

Utility maps and available information at project site.

Exhibit A Budget, Consultant Fee Determination Summary Sheet
City of Post Falls
2024 Water Main Replacement Project
5-033,302.01

Employee Type		PERSONNEL & LABOR RATE										TOTAL COST		
										NAN HOURS	LABOR COST		ITEMIZED EXP	\$UB COST
		Vice Pres. 163 280.00	Proj. Mngr 103 190.00	Civil Designer 133 145.00	EIT I 188 115	Sr. Tech 142 135	Technician 147 100	Proj. Coord. 118 113	Clerical 117 93.00					
TASK NUMBER	DESCRIPTION													
3000	Expenses									0	\$0	\$235		\$235
1100	Preliminary Engineering Report:		40		32				1	1	\$11.486	\$0		\$11.486
2000	Preliminary Design		40	100	12				1	1	\$23.686	\$0		\$23.686
2300	Final Design	4	40	100	12				2	1	\$24.919	\$0		\$24.919
5000	Project Management	4	32	12					18	8	\$11.718	\$0		\$11.718
6000	Ad. Bld. & Award				24						\$9.806	\$0		\$9.806
7500	SUB-Survey		36						1	1	\$0	\$0	\$18.150	\$18.150
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DIRECT SALARY COST
OVERHEAD (OH) Cost including Salary Additives, 171.38% of DSC)
FIXED FEE (FF 35% of DSC)
REIMBURSABLES
SUBCONSULTANT COST

\$26,638
\$45,653
\$9,323
\$235
\$18,150

GRAND TOTAL	\$100,000
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Reimburseables		
Mileage:	200 miles x \$0.65/mile	\$131.00
Copies:	1000 copies at \$0.05/copy	\$50.00
Postage misc.		\$64.00
		<u>\$245.00</u>

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Landmark Place Annexation Agreement - File No. 0003-2019

ITEM AND RECOMMENDED ACTION:

Staff Recommends approval of the Annexation Agreement with Rose of Sharon Enterprises, Inc. for the Landmark Place Annexation.

DISCUSSION:

Rose of Sharon proposed annexing the property that is the subject of this annexation. The property is approximately 11 acres and is located south of I-90 and north of Lundy Boulevard near McGuire Boulevard. The Council approved the reasoned decision in October 2019 for Single Family R-1 zoning. The annexation agreement was delayed while the owner worked on obtaining the necessary approvals to extend a water line under I-90 to the property. The agreement requires the owner to dedicate right of way along McGuire Road and extend utilities to the property at the owner's expense. Additionally, the city and the owner have negotiated a related purchase and sale agreement that will allow a second access point to the property while preserving the ability of the city to install, operate, and maintain its wastewater lines in the area. The annexation ordinance and acceptance of the grant of right of way along McGuire Road will follow at a future meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

October 2019.

APPROVED OR DIRECTION GIVEN:

Approved the Reasoned Decision for R-1 zoning.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Development and Annexation Agreement signed by Rose of Sharon 121223

DEVELOPMENT AND ANNEXATION AGREEMENT

Landmark Place Annexation

(File No. ANN-0003-2019)

THIS AGREEMENT is made this 12 day of Dec, 2023 by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Rose of Sharon Enterprises, Inc.**, an Idaho Corporation, with its address at P.O. Box 3887, Lacey, WA, 98509.

WHEREAS, Rose of Sharon Enterprises, Inc., (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located east of McGuire Road and south of Interstate 90 and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

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

utility lines in a manner acceptable to the City to make service available to adjoining lands and to maintain continuity of municipal systems at minimal public cost.

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection to the specified public systems. If water capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide domestic

water service by resorting to any lawful public or private alternative so long as legal requirements can be met.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the City all water rights associated with the Property in order to assure that the City has adequate water rights to supply domestic water to the Property.
- 3.1.2. Required Looping of Water System: In 2018 water service was extended close to the property's eastern boundary. In order to provide adequate water service to the Property and comply with fire flow requirements, the Owner agrees to construct, at its sole cost, a water line extension/loop by extending the existing water service from its existing terminus near 1643 W. Lundy Blvd. and connecting it under Interstate 90 to an existing water service in the vicinity of 800 N. Public Works Way.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
- 3.2.1. Use of Existing Sanitary Sewer Infrastructure: The Property contains sanitary sewer lines that were previously constructed but never used or dedicated to the City. Prior to the City accepting the existing sanitary sewer lines and authorizing their use to serve the Property, the Owner agrees that it will flush and clean the sanitary sewer lines, perform video analysis and pressure testing of the sanitary sewer lines and correct/repair any identified defects. Additionally, Owner agrees to provide to the City as-built drawings of system (pipe diameter, length, depth, slope) to City standards and grant an easement to the City for the sanitary sewer lines (30-foot width) centered on the sanitary sewer lines.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City to the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along McGuire Road to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along McGuire Road for a total right of way width of 42.5 feet measured from the existing center line of McGuire Road.
- 4.2. Additional Easements/Access Points to be Dedicated/Constructed with Development: In addition to the grants of right-of-way and easements required above, Owner agrees to dedicate and/or develop, at Owners sole cost, the following easements and access points at the time any additional development occurs on the Property:
 - 4.2.1. Develop, at no cost to the City, a 10-foot wide pedestrian/bicycle access and a separated vehicle access drive across Parcel O-5140-001-015-B, acceptable to the City and Kootenai County Fire and Rescue, on the east end of the Property to provide access from the Property to Lundy Boulevard.

ARTICLE V. CONSIDERATION/FEEES

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

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

ARTICLE VI. MISCELLANEOUS

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

- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

[Signature page follows]

STATE OF ARIZONA)

County of Maricopa)

The foregoing instrument was acknowledged before me this 12 day of December, 2023, by **Robert L. Helstrom**, the President of Rose of Sharon Enterprises, Inc., an Idaho corporation, on behalf of the corporation.

Janelle Eileen Counts
Signature of Person Taking Acknowledgement

Notary Public
Title or Rank

632637
Serial Number, if any

My Commission Expires: 07/24/2026

(Seal)



Exhibit 'A'

Annexation of Parcels 50N05W-04-3975 & 50N05W-04-4425

Legal Description

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

Commencing at the West Quarter corner of said Section;

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

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

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

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

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

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

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

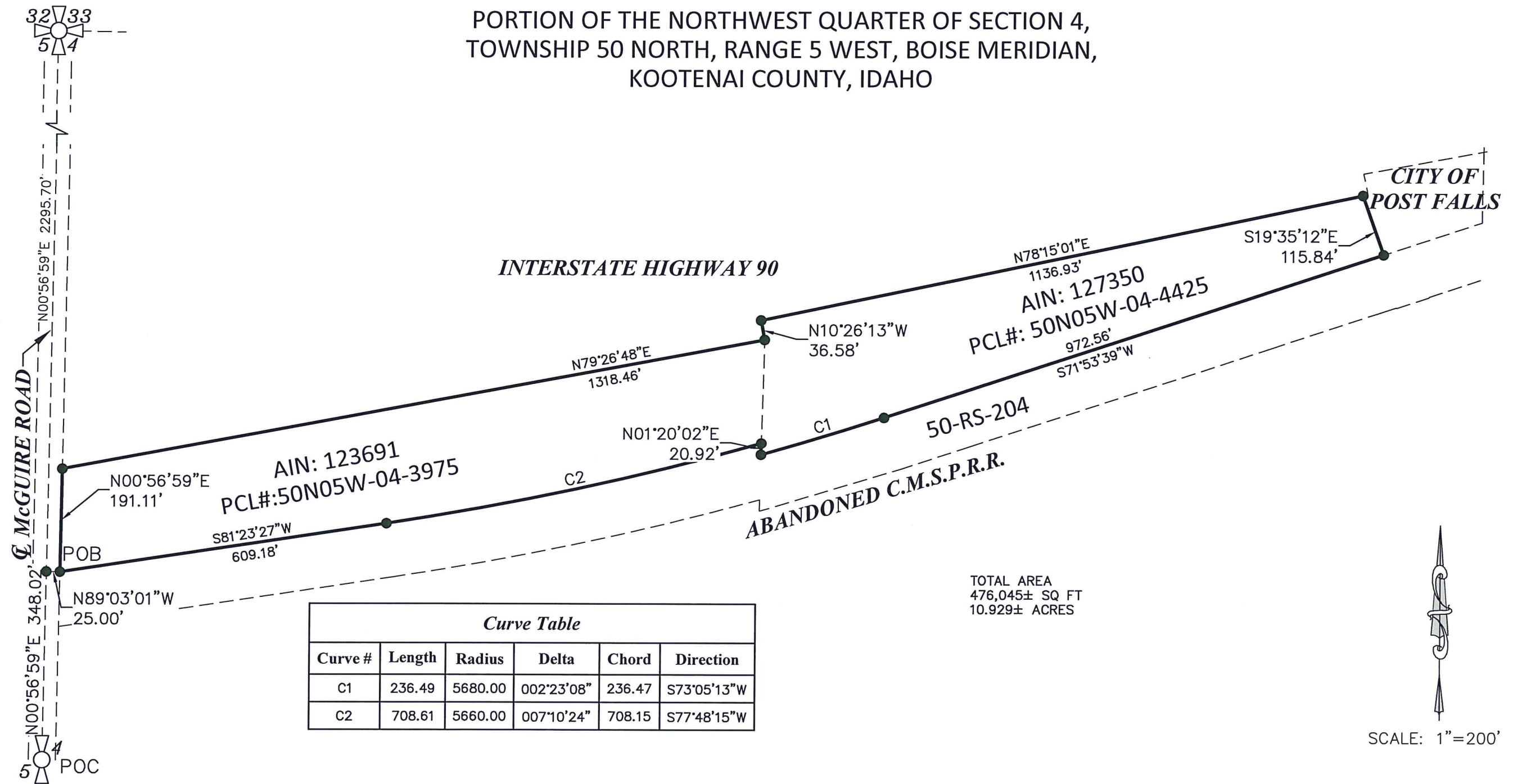
- 1) S 71°53'39" W, 972.56 feet to the beginning of a curve, concave northwesterly, having a radius of 5,680.00 feet;
- 2) Southwesterly along said curve, 236.49 feet, having a chord of S 73°05'13" W, 236.47 feet;
- 3) N 1°20'20" E, 20.92 feet to the beginning of a non-tangent curve, concave northwesterly,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

As shown on Exhibit B1 and made a part hereof.

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

EXHIBIT B1 ANNEXATION

PORTION OF THE NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO



609 N. Calgary Court, Suite 7,
Post Falls, Idaho 83854
PHONE: (208) 777-1854
FAX: (208) 777-2128
www.acesolutions.pro



ISSUE DATE:	DRAWN BY: BLO
PROJ. # 19-029	SCALE: 1"=200'
DWG FILE: 19-029 Legal Exhibit	PLT DATE: 8/30/19
SHEET TITLE:	
EXHIBIT B1 ANNEXATION	

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Rose of Sharon Purchase and Sale Agreement

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council approve the attached Purchase and Sale Agreement with Rose of Sharon Enterprises, Inc. for an approximate .49 acre parcel located at 1661 West Lundy Boulevard.

DISCUSSION:

This item is being considered in conjunction with the Landmark Place Annexation Agreement. The owner of this property has been working on annexing its adjoining property since 2019, when the city council approved annexation of the property. The owner had envisioned placing a private access road and a home on this property. The city has an easement across this property for its wastewater outfall line and needs to acquire an additional easement across the property for a future reclaimed wastewater line extending to the Community Forest. There is also a sewer collection main located across the property. Given that, the city has long had an interest in acquiring this property. The city and property owner negotiated a purchase of the property for \$165,000, which is less than the current assessed value of \$247,250.00. Additionally, prior to the transfer, the owner will reserve a 39-foot wide easement for a private road across the property. This solution allows the access needed to the adjoining property while protecting the ability of the city to construct and maintain its wastewater outfall and water reclamation lines. The City and the seller are still working on preparing Exhibit B, which will identify the location and alignment of the private roadway easement. Council approval will authorize the Mayor to execute the purchase and sale agreement upon receipt of an acceptable Exhibit B.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

This acquisition would be funded by the Wastewater Capital Fund.

BUDGET CODE:

651-463.3103.96000

ATTACHMENTS:

1. Purchase and Sale Agreement signed by Seller

PURCHASE AND SALE AGREEMENT

City of Post Falls – Rose of Sharon

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is executed and entered into this 12 day of December, 2023, the “**Effective Date**”, between **Rose of Sharon Enterprises, Inc.**, an Idaho Corporation, whose address is PO Box 3887, Lacey, WA 98509 (“**Seller**”), and the City of Post Falls, a municipal corporation of the State of Idaho (“**City**”). The Seller and the City are referred to herein as the **Parties**. This Agreement is not binding upon either party unless and until both Parties have executed and delivered this Agreement.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and City agree as follows:

RECITALS:

A. Seller is the owner of an approximate .49 acre parcel located at 1661 West Lundy Boulevard in Kootenai County, Idaho (“**Property**”). The Property is depicted on and legally described on **Exhibit “A”** which is incorporated herein by this reference.

B. Seller desires to sell to the City and the City desires to purchase from Seller the Property, upon the terms, conditions and provisions set forth in this Agreement.

C. The Post Falls City Council approved this Agreement to purchase the Property at a duly noticed public meeting on December 19, 2023.

Therefore, the Parties agree as follows:

GENERAL TERMS AND DEFINITIONS:

1. **Definitions.** The following terms shall have the meanings set forth below:

“**Business Day**”. A day other than a Saturday, Sunday, or another day on which banking institutions in Idaho are authorized or required by law or executive order to be closed.

“**Cash**”. United States currency represented by cash in hand, certified or cashier’s check, wire transfer or other readily available funds.

“**Closing**”. The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.

“**Closing Date**”. The date upon which Closing occurs, to be on or before thirty (30) days from the Effective Date or a later date as the Parties may agree to in writing.

“**Escrow**”. The escrow to be created in accordance with this Agreement.

“Escrow Agent”. North Idaho Title Company.

“Permitted Exceptions”. All real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the Property, and all other matters affecting title to the Property approved or waived by the City in accordance with this Agreement.

“Property”. The land described in **Exhibit A** attached to this Agreement, the improvements located on the land including all fixtures, and any easements, rights of way, water rights, mineral rights and appurtenances running with or pertaining to the land.

“Purchase Price”. The total purchase price to be paid by the City for the Property, as set forth in Section 4 of this Agreement.

“Review Period”. The period commencing on the Effective Date and expiring at 5:00 p.m. Pacific-Time on the date that is thirty (30) days after the receipt by the City of the preliminary title commitment as required by Section 5 or thirty (30) days after the Effective Date, whichever is earlier.

“Transaction”. The purchase and sale of the Property contemplated by this Agreement.

AGREEMENT:

2. Recitals True. The Recitals are true and correct.

3. Definitive Agreement for Purchase and Sale of Property. Upon full execution, this Agreement will be a binding agreement between the City and Seller for the purchase and sale of the Property on the terms set forth in this Agreement. This Agreement supersedes all other written or oral agreements between the City and Seller concerning the Transaction. If the City and Seller execute any separate escrow instructions with respect to the Transaction on Escrow Agent’s form, as may be modified by the City and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement will control. The conveyance will include: The Property and all right, title, or beneficial use/interests appurtenant thereto; all the improvements, if any, currently situated on the Property; and all water rights, if any, associated with the Property.

4. Purchase Price and Method of Payment. The Purchase Price is the sum of One Hundred Sixty Five Thousand Dollars (\$165,000.00) payable in Cash, to be deposited by the City with Escrow Agent at or before Closing and paid to Seller at Closing.

5. The City’s Conditions Precedent. The City’s obligations to purchase the Property and otherwise perform under this Agreement are contingent upon satisfaction of the conditions precedent set forth below, which are conditions precedent only and not covenants of Seller.

5.1 Inspection Contingency. During the Review Period, the City will satisfy itself concerning all aspects of the Property including, without limitation, environmental concerns, title

concerns, the physical condition of the Property, and its suitability for the City's intended use. The City will have the right to perform such tests or inspections on the Property as it may deem necessary; provided, however, that the City will not conduct any environmental assessment that would require soils analysis, groundwater testing, or other studies commonly associated with a Phase II environmental site assessment without the prior written consent of Seller, which consent may not be unreasonably withheld. All costs and expenses of tests, inspections, and studies will be paid by the party requesting the test, inspection, or study, regardless of whether this transaction closes.

5.2 Removal of Inspection Contingencies. Prior to the expiration of the Review Period, the City must notify Seller, in writing, if it rejects the Property based on any adverse conditions discovered because of its inspections, identifying with specificity, the conditions or conditions rendering the Property unsuitable for the City's purposes. If the City notifies Seller that it rejects the Property, this Agreement will terminate and neither party will have any obligation to the other, except as otherwise provided herein. Unless such notice of rejection is given, the inspection contingency will be deemed waived by the City. At the sole option of the City, seller may be given the opportunity to correct any items that the City determines unacceptable by providing seller with written notice before the end of the review. That must be corrected, by what dates, and in what manner (the "**Correction Notice**"). Within five (5) days of receiving notice, seller must notify the City in writing whether and to what extent it will effect and pay for the corrections (the "**Notice of Intent to Correct**"), all of which must be completed before the Closing Date. If Seller fails to give a notice of intent to correct within those five (5) days, it will be deemed to have refused to agree to the conditions. Within (5) five days after Seller gives a Notice of Intent to Correct (or after the last day of the period within which the notice is to be given if it is not), the City may elect to (a) cancel this Agreement or (b) agreed to waive inspection contingencies and proceed to Closing.

5.3 Title Commitment.

5.3.1 Escrow Agent shall issue and deliver to the City and Seller a commitment for title insurance with respect to the Property (i) disclosing all matters of record and other matters of which Escrow Agent has knowledge that relate to the title to the Property, (ii) detailing Escrow Agent's requirements for closing the Escrow, (iii) committing to issue to the City an ALTA Standard Owner's Policy of Title Insurance with respect to the Property, and (iv) providing legible copies of all instruments referred to in the report (collectively, the "**Commitment**").

5.3.2 The City has five (5) business days after the Effective Date or after receipt of the Commitment, whichever occurs later, to review and object in writing to any easements, liens, encumbrances or other exceptions or requirements in the Commitment (the "**Title Objections**"). If the City does not approve the Commitment or object within the time specified, then the condition of title to the Property reflected on the Commitment will be deemed approved. If the Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Title Objections by or before the Closing Date upon terms acceptable to the City, Seller shall so notify the City, and the City may either waive the Title Objections that Seller was unable or unwilling to eliminate and proceed to Closing, or terminate this Agreement.

5.4 Amendments to Title Commitment. If the Commitment is amended by Escrow Agent, Escrow Agent shall immediately deliver to the City and Seller the amendment and provide legible copies of all additional instruments referred to in the amendment (collectively, the “**Amendment**”). The City has five (5) days from the date of the City’s receipt of the Amendment or through the Closing Date, whichever occurs earlier (but in no event earlier than expiration of the five (5) day period provided for in Section 5.3.2), to review and to object in writing to any easements, liens, encumbrances, or other exceptions or requirements in the Amendment that were not disclosed by the Commitment or a previous Amendment (“**Additional Title Objections**”). If the City does not approve the Amendment or object within the time specified, then the condition of title to the Property reflected on the Amendment will be deemed approved. If the Additional Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Additional Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Additional Title Objections by or before the Closing Date upon terms acceptable to the City, Seller shall so notify the City, and the City may either waive the Additional Title Objections that Seller was unable or unwilling to eliminate and proceed to Closing, or terminate this Agreement.

5.5 Title Insurance Policy. At Closing, Escrow Agent shall commit to issue to and in favor of the City a Standard Residential Owner’s Policy of Title Insurance with respect to the Property in the amount of the Purchase Price, insuring fee simple title to the Property in the City effective on the Closing Date, subject to the standard exclusions and exceptions in such form of policy and subject to the Permitted Exceptions (the “**Title Policy**”).

5.6 Seller’s Property Disclosures.

5.6.1 Disclosure Statement. Seller is exempt from making any disclosure regarding the condition of the Property pursuant to Idaho Code §55-2505(11), and, except as stated herein, Seller has made no other representation or warranty to City concerning any condition of the Property or improvements. City is familiar with the condition of any structures or improvements, if any, on the Property and City is purchasing the Property and improvements based solely on City’s knowledge and inspection of the same. The Property and any existing improvements located on the Property are sold “AS IS” without any guarantee, warranty or representation by Seller.

5.6.2 Maintenance of Property. Between the Effective Date of this Agreement and the Closing Date, Seller agrees not to take any steps or actions that would be materially detrimental to the Property and agrees to maintain and make ordinary repairs to the Property to cause the Property to be delivered to the City in substantially the same condition existing as of the Effective Date, ordinary wear and tear, damage by casualty, and damage by condemnation excepted. Each party will promptly notify the other regarding any item of repair, replacement, or maintenance of which it becomes aware and that requires an expenditure more than Five Thousand Dollars (\$5,000.00). In no event will Seller be required to make any repairs or replacements to the Property between the Effective Date and the Closing Date.

5.6.3 Leases. Seller affirmatively represents that there are no leases on the Property. Between the Effective Date and the Closing Date, and without City’s prior written consent, Seller shall not enter into any leases of the Property or any portion thereof.

5.6.4 Insurance. Seller agrees to continue to maintain its current casualty and liability insurance policies on the Property until the Closing Date but has no responsibility for maintaining such insurance after the Closing Date or to assign any policy to the City.

5.6.5 Recent Improvements. If the Property has had a recent improvement of over \$2,000, then Seller shall, simultaneous with the execution of this Agreement obtain from its General Contractor and deliver to the City, the disclosures required by Title 45, Chapter 5 Idaho Code, or its equivalent. the City upon receipt of any disclosures shall, within 3 days after receipt, execute and return to Seller a copy of such disclosures, acknowledging the City's receipt of such disclosures.

6. Closing.

6.1 Time and Place. Closing will take place in the offices of Escrow Agent, or at such other place as the Parties may mutually agree to in writing. Closing will take place at the time and manner and in accordance with the provisions set forth in this Agreement.

6.2 Prorations, Adjustments:

6.2.1 All ad valorem real property taxes, assessments, personal property taxes, utility expenses, and obligations under all repair and maintenance contracts that are not terminated or required to be terminated by this Agreement by the Closing Date (collectively, the "**Expenses**") will be prorated and adjusted between the Parties as of the Closing Date. Any taxes or additional penalties that would be due because of removal of either property from any tax deferral or special use assessment program will be assumed by the party acquiring title.

6.2.2 Unless otherwise specified in this Agreement, the Parties will equally share all closing costs excluding recording costs.

6.2.3 Each party will pay its own attorney fees.

6.3 Seller's Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

6.3.1 A Warranty Deed, in the form attached and incorporated herein as **Exhibit B**, fully executed, and properly acknowledged by Seller, conveying the real property portion of the Property to the City subject to the Permitted Exceptions;

6.3.2 Any other funds, instruments or documents as may be reasonably requested by the City or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld, conditioned, or delayed).

6.4 The City's Closing Deliveries. At Closing, the City shall deliver to Escrow Agent:

6.4.1 The funds required by Section 4 of this Agreement; and

6.4.2 Any other funds, instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary, to effect or carry out the purposes of this

Agreement (which funds, instruments or documents are subject to the City's prior approval, which approval may not be unreasonably withheld, conditioned, or delayed).

6.5 Closing Costs.

6.5.1 City shall pay the premium for the Title Policy.

6.5.2 The City will pay the additional premiums required for any extended coverage or endorsements requested by the City.

6.5.3 Escrow fees will be split equally between the City and Seller.

6.5.4 Real property taxes and assessments and other items customarily prorated in Kootenai County, Idaho, will be prorated as of the Closing Date based on the latest available figures. Any items that have been prorated based on the latest available figures shall be reconciled after the Closing Date when actual figures are available, with an appropriate adjustment to be made between Seller and the City.

6.5.5 Each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction.

6.5.6 All other costs associated with the Transaction must be borne by the Parties in accordance with custom in Kootenai County, Idaho, as determined by Escrow Agent, unless otherwise specified in this Agreement.

6.5.7 Any liens to be paid by Seller at closing will be paid and/or removed of record at Seller's expense

6.5.8 The Escrow Agent will be committed to issuing the policy described in Section 5 upon recordation of the Closing documents.

6.5.9 Upon compliance with the Parties' closing instructions, the Escrow Agent will record the Warranty Deed at the City's expense.

7. Seller's Representations and Warranties. Seller represents and warrants to the City that:

7.1 Authority. Seller has full power and authority to enter into this Agreement and complete the Transaction.

7.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

7.3 Title. Seller has fee title to the Property, subject to the Permitted Exceptions.

7.4 No Violations. Seller has not received notice of any violation regarding any applicable law, regulation, ordinance, requirement, covenant, condition, or restriction relating to

the present use, occupancy, or condition of the Property from any person, authority or agency having jurisdiction over the Property.

The foregoing representations and warranties must be true, correct, and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Seller set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.3.1 for a period of one (1) year.

8. City's Representations and Warranties. The City represents and warrants to Seller that:

8.1 Authority. The City has full power and authority to enter into this Agreement and complete the Transaction.

8.2 Binding Agreement. Upon the City's execution of this Agreement, this Agreement will be binding and enforceable against the City according to its terms, and upon the City's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against the City according to their terms.

8.3 Investigation of Property. The City has been or will be permitted access to the Property and will have inspected the Property prior to Closing. The City's consummation of the Transaction is based upon such inspection and not on any representations or warranties of Seller, except those expressly set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form referred to in Section 5.6. The City agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Seller set forth in this Agreement and set forth on the Seller's Warranty Deed.

8.4 Reservation of Easement. The parties agree that the Seller's Warranty Deed for the Property will reserve unto the Seller a thirty-nine foot wide (39.0') perpetual, nonexclusive easement for access and utilities as generally depicted in **Exhibit B**, to provide Seller access to its adjacent Property to the north that Seller intends to develop. The Seller shall prepare a centerline legal description and a depiction of the easement suitable for recordation. The Seller will be solely responsible for the construction, operation, and maintenance of the private roadway and other improvements within the easement at its own expense, and the City will be obligated to restore Seller's improvements within the easement to their then existing condition if the City's use of the Property requires the City to disturb the private roadway or Seller's other improvements therein.

8.5 No Other Representations. The City hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty, or promise concerning the Property, whether oral or written, except as set forth in this Agreement and as set forth in the Seller's Property Disclosure Statement form referred to in Section 5.6.

The foregoing representations and warranties must be true, correct, and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by the City, except the grant of easement referred to in Section 8.4, set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.3.1 for a period of one (1) year. The City's representation and warranties contained in Section 8.4 will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.3.1 for a period of ten (10) years.

9. Real Estate Brokers.

Seller and the City warrant, each to the other, that they have not dealt with any broker, agent, or finder in connection with this transaction and pursuant to which any brokerage fee, commission, or similar compensation is owed, and each party will indemnify, defend, and hold harmless the other from and against any claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent and arising out of the actions of such party.

10. FIRPTA -- Tax Withholding at Closing. The Parties will fully comply with the federal Foreign Investment in Real Property Tax Act ("FIRPTA").

10.1 Seller's Affidavit. If Seller is not a "foreign person" under FIRPTA, at Closing Seller will sign an affidavit so stating.

10.2 Withholding. If Seller is a "foreign person" under FIRPTA, at Closing the Escrow Agent will withhold from the sale proceeds the appropriate tax amount and submit that amount and any required forms to the Internal Revenue Service.

10.3 Indemnity. Seller indemnifies and holds the City and Escrow Agent harmless from any liability, including attorneys' fees, related to Seller's taxes under FIRPTA or otherwise. This indemnity provision shall survive the closing of this Transaction.

11. Risk of Loss. The risk of loss will be upon Seller until Closing. In the event of any material loss or damage to or condemnation of the Property before Closing, the City may terminate this Agreement. If the City waives any material loss or damage to or condemnation of the Property and proceeds to consummate the Transaction, or in the event of an immaterial loss, damage or condemnation, Seller shall, at Closing and as a condition precedent to Closing, pay to the City the amount of any insurance or condemnation proceeds attributable to the Property that have been received by Seller and assign to the City as of Closing all rights or claims to proceeds payable thereafter.

12. Remedies.

12.1 The City's Remedies. If Seller fails to perform any of Seller's obligations under this Agreement and that failure continues for five (5) days after Seller's receipt of written notice from the City, the City may, as the City's sole remedy for Seller's failure, either: (i) terminate this Agreement in accordance with Section 13; or (ii) bring an appropriate action for specific performance of this Agreement.

12.2 Seller's Remedies. If the City fails to perform any of the City's obligations under this Agreement and that failure continues for five (5) days after the City's receipt of written notice from Seller, as Seller's remedies for the City's failure, either: (i) terminate this Agreement in accordance with Section 13; (ii) bring an appropriate action for specific performance of this Agreement; (iii) bring an appropriate action for any damages incurred by Seller as a result of such failure; or (iv) pursue any other remedies available to Seller under this Agreement, at law or in equity.

13. Termination. If the City or Seller elects to terminate this Agreement as provided under this Agreement, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon proper termination by a party, Escrow Agent shall disburse any money deposit(s) and return all documents deposited in the Escrow to the party who supplied the monies or documents. Upon delivery of such money and documents, this Agreement and the Escrow will be terminated, and except as provided in this Agreement neither party will have any further liability or obligation under this Agreement.

14. Attorneys' Fees. If there is any litigation or other action by any party to enforce or interpret any provisions of or rights arising under this Agreement, the prevailing party shall pay to the other party all costs and expenses, including reasonable attorneys' fees and costs, that the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law.

15. Notices. Any notice given in connection with this Agreement must be in writing and must be given by personal delivery, established national overnight delivery service, confirmed facsimile or United States certified or registered mail with postage prepaid, addressed to Seller or the City at the following addresses (or at another address as Seller or the City or the person receiving copies may designate in writing):

Seller: Rose of Sharon Enterprises, Inc.
 PO Box 3887
 Lacey, WA 98509

The City: City of Post Falls
 C/O City Clerk
 408 N. Spokane Street
 Post Falls, ID 83854
 (208) 773-3511

Escrow Agent: North Idaho Title
 601 E. Front Ave, Suite 204
 Coeur d'Alene, ID 83814

Notice will be deemed given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice will be deemed received on the date the notice is actually received or delivery is refused. Copies of all notices given to Seller or the City must be given to Escrow Agent.

16. Escrow Cancellation Charges. If the Escrow fails to close because of the City's default, the City will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Seller's default, Seller will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close through no fault of either Seller or the City, any such cancellation charges by Escrow Agent shall be divided equally between Seller and the City.

17. Additional Acts. The Parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

18. Business Days. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

19. Waiver. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

20. Survival. All the covenants, agreements, representations, and warranties set forth in this Agreement survive Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

21. Counterparts/Facsimile. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile or portable document format (.pdf), either of which will be effective as an original. At either party's request, or at the Escrow Agent's request, the Parties will confirm facsimile- or pdf-transmitted signatures by signing an original document.

22. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties to this Agreement and their respective successors and assigns. The foregoing notwithstanding, if the City assigns its rights under this Agreement, the City shall remain primarily liable for the performance of all the City's obligations under this Agreement.

23. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the Parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by the City and Seller.

24. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and the City waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.

25. Headings. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.

26. No Third Party Beneficiary. No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party to this Agreement (including, without

limitation, any broker), and no other person, firm, corporation, or entity has any right or cause of action under this Agreement.

27. Severability. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability will not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is severable from all other provisions of this Agreement.

28. Time of Essence. Time is of the essence in the performance of this Agreement.

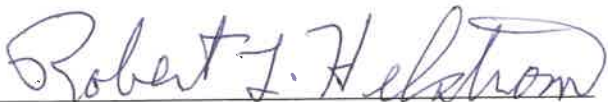
29. Incorporation by Reference. All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

30. Governing Law. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

ROSE OF SHARON ENTERPRISES, INC.:



Robert L. Helstrom, President

Date Executed: 12/12/23

CITY OF POST FALLS:

Ronald G. Jacobsen Mayor

Date Executed: _____

ATTEST:

Shannon Howard, City Clerk

This Purchase and Sale Agreement is acknowledged and accepted by Escrow Agent. Escrow Agent agrees to act as the "real estate reporting person" for the Transaction within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all required forms and returns.

ESCROW AGENT:

By _____

Name _____

Its _____

EXHIBIT A

LEGAL DESCRIPTION

The West half of Lot 15 in Block 1 of McGUIRE ESTATES, according to the official plat thereof, filed in Book E of Plats at Page(s) 217, official records of Kootenai County, Idaho.

The East line of said West half to be measured along the North and South lines of Lot 15.

EXCEPTING from the above that portion conveyed to the City of Post Falls in Deed recorded May 11, 1983 as Instrument No. 936680, records of Kootenai County, Idaho, being the North 1 foot lying Easterly of a sewer pipe line.

Exhibit B

Warranty Deed

For good and valuable consideration received, **Rose of Sharon Enterprises, Inc.**, an Idaho corporation in good standing (hereafter the "Grantor"), does hereby grant, bargain, sell and convey unto the CITY OF POST FALLS, a political subdivision of the State of Idaho, with a mailing address of 408 N. Spokane Street, Post Falls, ID 83854 (hereafter the "Grantee"), and to the Grantee's successors and assigns forever, all right, title and interest in the real property legally described in **Exhibit A** attached and incorporated herein.

The Grantor does hereby covenant to and with the Grantee that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that the Grantor will warrant and defend the same from all lawful claims whatsoever. Any existing improvements located on the premises are sold and conveyed "AS IS" without any guarantee, warranty or representation of Grantor.

Dated this ____ day of _____, 2023.

Grantor: Rose of Sharon Enterprises, Inc.

To be signed later
Robert L. Helstrom, President

STATE OF ARIZONA)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2023, by **Robert L. Helstrom**, the President of Rose of Sharon Enterprises, Inc., an Idaho corporation, on behalf of the corporation.

(Seal)

Signature of Person Taking Acknowledgement

Title or Rank

Serial Number, if any

My Commission Expires: _____

Warranty Deed - Exhibit A

The West half of Lot 15 in Block 1 of McGUIRE ESTATES, according to the official plat thereof, filed in Book E of Plats at Page(s) 217, official records of Kootenai County, Idaho.

The East line of said West half to be measured along the North and South lines of Lot 15.

EXCEPTING from the above that portion conveyed to the City of Post Falls in Deed recorded May 11, 1983 as Instrument No. 936680, records of Kootenai County, Idaho, being the North 1 foot lying Easterly of a sewer pipe line;

AND RESERVING unto the Grantor, and to the Grantor's successors and assigns, a perpetual, non-exclusive easement for ingress, egress and underground utilities legally described as follows:

A strip of land 19.5 feet on each side of the following described centerline:
[to be added by ACE Solutions]

And as generally depicted in **Exhibit B** attached hereto [to be provided by ACE Solutions];

Said reserved easement is appurtenant to and for the benefit of the Grantor's adjacent real property legally described in **Exhibit C** attached hereto.

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Purchase Agreement with SWS Equipment for a CCTV Camera Truck

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the purchase agreement SWS Equipment, LLC for a CCTV Camera Truck.

DISCUSSION:

The City of Post Falls Water Reclamation Division has budgeted for and desires to complete the purchase of a closed-circuit television truck to be used within the sewer collection system.

Procurement of this specialized equipment will allow for visual inspection of sewer pipelines within the Post Falls system.

The existing method of inspection is by operators physically entering the sewer system and visual inspection is limited to what can be seen from each manhole. The CCTV system will allow for system mapping and inspection of new construction, identification of broken pipes, excessive inflow and infiltration, dips or bellies in the system which could contribute to backups, and determination of the connective status of users.

These capabilities will lead to a safer work environment for city employees, quicker identification of problem areas within the system, effective pipeline replacement prioritization, and could reduce the overall number of sewer backups caused by excessive solids within the system.

Sourcewell contracting was utilized to get equipment pricing, the contract has been reviewed by City Legal staff.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

FY24 Budget

APPROVED OR DIRECTION GIVEN:

Council approved the FY24 Budget

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$249,586.67

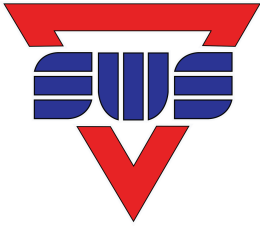
BUDGET CODE:

650-466.0000.90010

ATTACHMENTS:

1. Updated IBAK HD CCTV Truck Quote with Locator
2. 2023.12.5 Memo Cooperative Purchasing-signed

3. RapidView Contract 120721



SWS Equipment, LLC.

6515 E Nixon Ave Spokane, WA 99212

All Correspondence remit to: P.O. Box 13040, Spokane, WA 99213

509-533-9000 1-800-892-7831 F 509-533-1050

www.SWSequipment.com

QUOTE

Quote To:

City of Post Falls

Adam Tate

2002 W Seltice Way

Post Falls ID

83854

Ship To:

City of Post Falls

Adam Tate

2002 W Seltice Way

Post Falls ID

83854

Quote #: PHFDQ7449-02

Date: 11/13/23

Sales Rep: Phil Davison

FOB: Destination

Ship Via: Bestway

Est. Ship Date: 4 to 6 months

Terms: Net 30

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
1.0	Sourcewell Contract Number: #120721-RVL City of Post Falls Account # 27956		
Complete IBAK HD CCTV Truck with Ford E450 Box Truck			
1.0	14 ft Inspection Box and Conversion for GAS Chassis. Inspection Vehicle Conversion for GAS chassis – 14 ft Commercial FRP Box, Dim: 14 ftx8 ftx6 ft6 in. Chassis purchased separately, call for required chassis specifications. Includes installation of box on approved chassis. Dual swing open rear doors. Side entry door. Rear backup camera. Commercial Genset (GAS). Walk-thru design with partition wall and door. Tinted glass viewing window in bulkhead wall. 12v LED lighting. Aluminum plank flooring for easy cleaning and improved grip when wet. Roof Air. Exterior shore power package with extension cord. Auxiliary battery and charging system. FRONT OFFICE: Carpeted walls in Studio. Laminated base cabinetry. Laminate countertops in studio. Vibration resistant electronics cabinet with rear door access to outside of truck for easy installation and troubleshooting. Bench seat over generator. Mounted high-quality monitor in office. WORKSPACE: Heavy-duty, 5 drawer toolbox. High-quality monitor in workspace for monitoring camera operation. 14 Gallon pressurized wash down system. Butcher block workbench. Laminate cabinets. Aluminum storage shelves. Overhead laminate cabinets with easy-open hardware. SAFETY: Directional arrow board at rear. Strobe light mounted on front roof. LED side markers on Box.	\$47,329.00	\$47,329.00
1.0	2024 E-450, 158" WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40-Gallon Fuel Tank, Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo.	\$44,878.92	\$44,878.92

Qty	Description	Unit Price	Ext. Price
Truck Accessories			
1.0	KW Reel Cabinet (Standard) with 3 sliding/locking aluminum drawers. (no LISY drum platform)	\$2,594.00	\$2,594.00
1.0	Wall Mounted Electric Heater - installed under desk or in work area	\$708.00	\$708.00
2.0	Fiberglass pole holder	\$299.00	\$598.00
2.0	Fiberglass Guide Poles for tractor retrieval or manhole adapter	\$1,036.62	\$2,073.24
Camera, Tractors and Accessories.			
1.0	T66 HD Camera Tractor. For use with HD Cables/systems. Small mainline tractor for use in pipelines 4 in and up. Zero turn radius, full steering with ATC (Auto Tilt Compensation). Includes lowering claw, toolset and 4 in/6 in/8 in wheelsets.	\$12,966.00	\$12,966.00
1.0	ORION 3 Zoom HD/SD ADAPTIVE. Pan and Tilt Lateral camera for 4 in and up pipelines. Automatically switches between SD and HD as needed. Zoom (in HD) 32x digital, Zoom (in SD) 3x digital lossless. May be used on tractor or pushrod. Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate. Higher resolution and significantly improved picture quality. Laser diameter, deformation, defect and object measurement (third-party software required - not included)	\$21,145.00	\$21,145.00
1.0	Camera Connection TYPE 5-8 HD for SD cameras and ORION 3 (SD or HD modes)	\$4,380.00	\$4,380.00
1.0	Camera Connection TYPE 2-8 HD for SD cameras and ORION 3 (SD or HD modes)	\$2,176.00	\$2,176.00
1.0	Additonal Weight Kit for T66 (Heavy and Light) Add weight to pull longer distances	\$750.00	\$750.00
1.0	Larger T66 hook for use with poles (optional)	\$335.00	\$335.00
1.0	Tungsten Carbide Wheels for T66/PANO 150 in 8 in and up	\$1,549.24	\$1,549.24
1.0	T66/PANARAMO 150 Pneumatic Wheels for large pipe w/adapters	\$1,363.64	\$1,363.64

Cable Reels and Controller

1.0	BS 7 - Vehicle Mounted Control EDI for ALL SYSTEMS. Controls all normal mainline and fiber optic systems, including PANORAMO. Diagnostic and control center with color touch-screen panel. 19 in rack mount main control unit.	\$32,047.49	\$32,047.49
1.0	KW 505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel. Designed for use with HD systems. BS7 Controller required. Synchronized cable payout and retraction. Automatic level wind. Requires vehicle installation. Includes remote control pendant and LED boom light. Distance counter with rear display. Holds up to 1650 ft of 00/12 HD/aFO cable with a BS7 (2000 ft possible with a	\$35,925.12	\$35,925.12

Qty	Description	Unit Price	Ext. Price
	BS5). Includes integrated tractor lowering winch and control.		
1.0	HD FO4 Camera Cable Type 00/12 - 1000 feet	\$10,748.42	\$10,748.42
1.0	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly recommended)	\$708.00	\$708.00
1.0	KW 305/505 Upper Deflection Pulley (attaches to boom)	\$1,078.00	\$1,078.00
1.0	KUV 3 Top Manhole Deflection Pulley	\$1,311.87	\$1,311.87
1.0	Foot switch for winch (KW505 and KW305)	\$1,010.10	\$1,010.10
1.0	Pressure Test Set	\$494.95	\$494.95
1.0	19 in Industrial PC Package. Includes 17 in computer monitor when ordered with vehicle converison, mouse and keyboard.	\$6,079.59	\$6,079.59
1.0	VMC Encoder Board (for IKAS only)	\$3,316.33	\$3,316.33
1.0	IKAS Mini. For simple inspections and reports - Can make videos with overlays and make reports. Very easy to use.- No Annaul Fees required	\$2,074.00	\$2,074.00
1.0	Supoort for IKAS Mini Software	\$160.00	\$160.00
1.0	vLoc3-Cam Receiver, US Comes with Sonde frequencies 512 HZ-8.19 KHZ- 9.8 KHZ- 33KHZ- 83KHZ; (Passive 60HZ power & radio modes) Line trace mode of 83KHZ. 360 Guidance arrows, Sonde locate and pushrod trace modes, High visibility color 4.3"/10cm display, locate utilities with optional transmitter, optional bluetooth connectivity.		
1.0	Training - Equipment Training 2 days onsite training by factory trainer Standard (2) day training at customer's location. * Includes review of operation and maintenance of supplied equipment. * Additional days of training can be added at \$1250.00 per day. * Training is no charge at RapidView's facility in Rochester, Indiana.	\$3,500.00	\$3,500.00
1.0	Project Professionally Managed by Phil Davison		
1.0	Freight	\$6,875.00	\$6,875.00
1.0	PDI	\$1,411.76	\$1,411.76

Qty	Description	Unit Price	Ext. Price
		Order Total	\$249,586.67
Please contact me if I can be of further assistance.			

QUOTE VALID FOR 10 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY
APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE
ANY IMPLIED WARRANTY AS PER MANUFACTURER'S STANDARD WRITTEN WARRANTY
PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regards to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____



Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Adam Tate, Chief Water Reclamation Operator
From: Christopher Gabbert, Deputy City Attorney
Date: December 11, 2023
Re: January 13, 2022, Cooperative Purchasing – Water Reclamation Camera Truck

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 12/1/2023, I received copies of contract documents that were received by Public Works utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that the Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 10/19/2021, opened the proposals on 12/7/2021 and awarded the contract to RapidView LLC. SWS Equipment, LLC, (identified and listed as one of RapidView’s certified dealers) provided its Quote to the city on 11/13/23. The associated RFP, and Contract have been attached for your review.

Based upon the contract amount being over \$100,000, the contract, along with a staff memo explaining the reasoning for the procurement must be presented for approval by City Council and signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that RapidView LLC through its seller and/or authorized service dealer, SWS Equipment, LLC is

offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls' procurement standards.

Therefore, the City of Post Falls may go ahead with the procurement of the HD CCTV Ford E450 Truck and accessories as indicated on the quote from SWS Equipment, LLC.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Christopher Gabbert". The script is cursive and fluid.

Christopher Gabbert
Deputy City Attorney

Enclosures



RFP #120721
REQUEST FOR PROPOSALS
for
Underground Infrastructure Inspection and
Rehabilitation Equipment with Related Services

Proposal Due Date: December 7, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 7, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	October 19, 2021
Pre-proposal Conference:	November 9, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	November 29, 2021, 4:30 p.m., Central Time
Proposal Due Date:	December 7, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 7, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services intended for the inspection, assessment, or rehabilitation of pipes, pipelines, manholes, basins, tanks, and stations, including, but not limited to:
 - a. Video, imaging, scope, and sensor equipment;
 - b. Flow and leak testing, detection, and monitoring equipment and tools;
 - c. Underground infrastructure rehabilitation equipment; and,
 - d. Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in subsections 1. a. – c. above.
2. The primary focus of this solicitation is on Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services. This solicitation should NOT be construed to include equipment principally intended for the cleaning of sewer lines, catch basins, and storm sewers.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Trailers with Related Equipment, Accessories, and Services (RFP #121918), except trailer-mounted solutions identified in subsections 1. a. – c. above;
 - b. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119);
 - c. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319);
 - d. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719);
 - e. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221); and,
 - f. Public Utility Equipment with Related Accessories and Supplies (RFP #110421).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for

situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."

- Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

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2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the

proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:

- Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
- A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations

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are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



11/19/2021

Addendum No. 1

Solicitation Number: RFP 120721

Solicitation Name: Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What geographical regions can, and will this contract be used in?

Answer 1:

Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell participating entities. Refer to RFP Section I. B. – Use of Resulting Contracts for details.

End of Addendum

Acknowledgement of this Addendum to RFP 120721 posted to the Sourcewell Procurement Portal on 11/19/2021, is required at the time of proposal submittal.

**Solicitation Number: RFP #120721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RapidView LLC, 1828 W. Olson Rd., Rochester, IN 46975 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

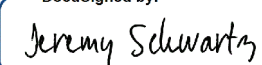
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

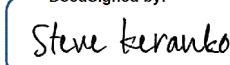
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

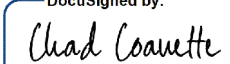
Sourcewell

RapidView LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/13/2022 | 12:22 PM CST

DocuSigned by:

By: 57D33CE92ECD463...
Steve Keranko
Title: Director of Sales
Date: 1/13/2022 | 10:41 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/13/2022 | 12:23 PM CST

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Company Name: RapidView LLC
Address: 1828 W Olson Rd
Rochester, Indiana 46975
Contact: Steve Keranko
Email: skeranko@rapidview.com
Phone: 574-224-5450
Fax: 574-223-7953
HST#: 20-5783630

Submission Details

Created On: Thursday October 21, 2021 13:06:26
Submitted On: Monday December 06, 2021 14:52:04
Submitted By: Steve Keranko
Email: skeranko@rapidview.com
Transaction #: 4b1a8d7e-246b-40bc-a310-1013b36a6467
Submitter's IP Address: 199.16.222.127

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	RapidView LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	RapidView LLC is the only entity.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	RapidView LLC is the only entity.	*
4	Proposer Physical Address:	RapidView LLC 1828 W. Olson Rd. Rochester, IN 46975	*
5	Proposer website address (or addresses):	www.rapidview.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Keranko Director of Sales 1828 Olson Rd Rochester, IN 46975 skeranko@rapidview.com 574-224-5450	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Keranko Director of Sales 1828 Olson Rd Rochester, IN 46975 skeranko@rapidview.com 574-224-5450	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Sutton VP of Sales and Marketing 1828 Olson Rd Rochester, IN 46975 msutton@rapidview.com 574-224-5427 Rex Robison CEO 1828 Olson Rd Rochester, IN 46975 rrobison@rapidview.com 574-224-5453	*

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Mission Statement Our mission is to provide our customers with increased profits by providing the best products and service in the pipeline inspection industry. Company History RapidView, LLC created business partnerships with several manufacturers of high quality sewer pipeline maintenance products, including our primary product line from IBAK Helmut Hunger GmbH & Co. KG of Kiel Germany, a manufacturer of high quality CCTV pipeline inspection systems since 1957. RapidView LLC imports, distributes and services the complete IBAK camera inspection product line, within North America, from our Rochester, Indiana facility. Originally founded in 1991, as R&R Visual, our company began developing and providing unique inspection solutions to the nuclear, petrochemical, industrial and municipal sewer industries. The development side of the business, RapidView, has designed and marketed the first practical sonar inspection system or sonar profiling for use in liquid filled pipelines. The success of the company was not only based on the construction and sale of sonar units, but by practical applications in the field to provide previously unattainable pipeline assessment data. We have strived to be a single source for subsurface inspection equipment, utilizing the latest in technology coupled with a full staff of trained professionals. The IBAK product line is a perfect fit with our company's philosophy and our customer's diverse needs. This was a logical expansion for our business. The sonar inspection business and specialized long-distance CCTV pipeline inspections created many satisfied customers throughout North America. Our customers like our products, our services, and trust our staff. The addition of the IBAK product line continues our devotion to our customers.	*
10	What are your company's expectations in the event of an award?	RapidView LLC (#122017-RVL) became a Sourcewell approved vendor in February 2014. We have experienced increased growth and acceptance of the contract in each of the 7+ years we have been a member. If awarded another four-year contract, RapidView anticipates a continued increase in acceptance of the contract and sales volume, which in turn will benefit the customer by providing them with State-of-the-Art Technology without the strains of traditional bidding processes. Continued increased efficiencies will be recognized by us, the seller, and participating Sourcewell members delivering considerable time and costs savings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	RapidView continues to show strong financial strength every year since inception more than 15 years ago. RapidView has consistently remained profitable, solvent, and financially stable. This is evidenced by strong profit margins, excellent return on assets, and solid liquidity position. RapidView continues to have strong sales year after year. In the 7 plus years RapidView has been a part of the Sourcewell family, our sales have quadrupled. We have continued to grow operations while maintaining a very low debt to equity ratio. In 2020, we completed a 10,000 square foot building renovation and expansion project and also added staff in conjunction with that development. This was completed without incurring any long-term debt during a pandemic. To demonstrate our financial growth since the first Sourcewell award in 2014, two financial statements have been combined into one PDF and were uploaded in the supporting documents section - 2020 Financial Statement and 2012 Financial Statement.	*
12	What is your US market share for the solutions that you are proposing?	RapidView's US market share is 35%.	*
13	What is your Canadian market share for the solutions that you are proposing?	RapidView's Canadian market share is 30%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, RapidView LLC has never petitioned for bankruptcy protection.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	(A). RapidView LLC is the North American distributor of IBAK pipeline inspection and rehabilitation equipment. Our dealer network are independent business owners. A sole source letter has been uploaded in the Additional documents section and labeled - RapidView Sole Source letter.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	RapidView LLC holds a business license and an auto dealership license in the State of Indiana.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	RapidView has not had any suspensions or debarment in our company's history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	American Infrastructure's Brand Survey Winner for five consecutive years. 2017-2021	*
19	What percentage of your sales are to the governmental sector in the past three years	Fifty percent of RapidView's business is in the government market. The other fifty percent is in the contractor market.	*
20	What percentage of your sales are to the education sector in the past three years	RapidView currently does not have any Sourcwell sales in the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell - \$16,100,000 (01/01/2018 – 12/31/2020) Ohio State Contract - \$4,000,000 HGAC - \$2,300,000 PA - \$1,400,000 GSA - \$0 OK - \$0 MN - \$0	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-1012H - \$0	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Sandy Suburban Improvement District	Jerry L. Knight, General Manager	(801) 561-7662	*
City of Madison	Jay Schlimgen, Public Works General Manager	(608) 266-4819	*
City of Ft. Wayne	Karen Morris, Programs Manager Operations and Maintenance	(260) 427-5169	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Colorado Springs Utilities	Government	Colorado - CO	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$525,000 per inspection vehicle	\$ 2,100,000	*
City of Oakland	Government	California - CA	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$466,666 per inspection vehicle	\$ 1,400,000	*
The Metropolitan Sewer District of Greater Cincinnati	Government	Ohio - OH	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$450,000 per inspection vehicle	\$ 900,000	*
City of Corpus Christi	Government	Texas - TX	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$291,666 per inspection vehicle	\$ 875,000	*
Baltimore County Department of Public Works Bureau of Utilities	Government	Maryland - MD	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	\$770,000 per inspection vehicle	\$ 770,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	RapidView's primary product line is IBAK pipeline inspection equipment. We are responsible for covering all of North America (US, Canada and Caribbean Islands). Between our manufacturing plant in Kiel, Germany and our North American location in Rochester, Indiana, we have over 300 employees. In North America, we employ over 50 people, and our sales force is 100% focused on the sales and service of this equipment. Our sales force is comprised of five Regional Sales Managers (Northeast, North Central, South, Midwest and West), Director of Sales and a VP of Sales and Marketing. Our independent dealer network covers all 50 states and providences with 15 dealers (60+ sales people) throughout the US and Canada.	*

26	Dealer network or other distribution methods.	Our independent dealer network covers all 50 states and providences with 15 dealers (60+ sales people) throughout the US and Canada. Many of our dealers are located in multiple states. Here is a list of our dealers and the territories that they cover. US Dealers Jet-Vac Sewer Equipment Company (Georgia, North Carolina, South Carolina, & Tennessee) Jack Doheny Companies. (Michigan, Indiana, Kentucky, Ohio, Florida, California, New Jersey & S. New York) Essential Equipment (Texas and Oklahoma) Maryland Industrial Trucks, Inc. (Maryland, Virginia, and Delaware) Guthrie Sales and Service (New York) C.N. Wood Co., Inc. (New Hampshire, Mass., Vermont, Maine, Rhode Island, and Conn.) Vacuum Truck Sales and Service (Louisiana, Arkansas, Mississippi, and Alabama) Midwest Vac Products (Southern Illinois, Missouri, Kansas) Titan Machinery (Minnesota, North Dakota, South Dakota and Montana) Dawson Infrastructure (Colorado, Utah and Wyoming) SWS Equipment (Washington) U.S. Municipal (Pennsylvania) Canadian Dealers Jack Doheny Company (Ontario) Donison NDT (Alberta, Manitoba and Saskatchewan) Rollins Machinery LTD (British Columbia)
27	Service force.	Customer service and satisfaction is our #1 priority. RapidView has a master repair center with 8 full time technicians located in Rochester, IN that service all of the US, Canada and Caribbean Islands. We have 15 certified dealer repair centers located throughout US and Canada. We offer an 800 number to reach our main office and individual dedicated phone lines and email addresses for Service, Parts, Shipping/Receiving, Sales and Marketing. RapidView prides itself on answering the phone with a live person and not an answering service. All contact information is readily available on our website. We provide a fully functional website with information on new equipment, software support, training, special promotions, and networking opportunities. Here is the list of the RapidView Certified Service Centers. Alberta Donison NDT California Jack Doheny Company Colorado Dawson Infrastructure Solutions Florida Jack Doheny Company Georgia Jet-Vac Equipment Company Illinois Midwest Vac Products Michigan Jack Doheny Company Mississippi Vacuum Truck Sales and Service Nevada Jack Doheny Company Ohio Jack Doheny Company Oklahoma Essential Equipment South Carolina Jet-Vac Equipment Company Texas Essential Equipment Utah Dawson Infrastructure Solutions Washington SWS Equipment, Inc.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	RapidView makes the Sourcwell ordering process simple. Whether ordering through our dealer network or with RapidView directly, the process is virtually the same. Here is an outline of how the process works. Order Process (Dealer or Direct) - New Sourcwell Customer generates PO for equipment. - If a dealer is involved, dealer will accept the PO from the customer and generate a PO to RapidView. - If this is a direct sale, the customer will generate a PO to RapidView. - Once equipment is delivered, an invoice will be generated to customer. - Once payment is received, RapidView will pay the Sourcwell agreed fee.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	RapidView and its dealers are committed to providing customers with the best equipment and service in the industry. We understand that time lost due to repairs or poor training are detrimental to a customer's productivity and bottom line. We offer a variety of completely free training programs for our customers throughout the year, because we know however well-built, all equipment can break down. RapidView provides the training, tools and support to conduct many repairs yourself. When faced with a more complicated repair, you can be assured that our Service Techs will repair equipment quickly and have it back to the customer as soon as possible. Here is list of how RapidView and its dealer network strive to keep equipment in the field being productive and helping customers reach their goals. - RapidView has a master repair center with 8 full time technicians located in Rochester, IN that service all of the US, Canada and Caribbean Islands. We have 15 certified dealer repair centers located throughout US and Canada. - We offer an 800 number to reach our main office and individual dedicated phone lines and email addresses for Service, Parts, Shipping/Receiving, Sales and Marketing. RapidView prides itself on answering the phone with a live person and not an answering service. - All contact information is readily available on our website. We provide a fully functional website with information on new equipment, software support, training, special promotions, and networking opportunities. - The service team utilizes a case management system within the CRM. When a piece of equipment arrives at the service center, the customer, through email communication, can track the repair all the way through the process. - Concierge service program – when a customer arrives for an on-site equipment repair appointment, they have access to the company lounge, loaner vehicle, walking trails, etc... This helps pass the time while their equipment is being repaired. - \$8,000,000 in spare parts and quick same day shipping if ordered before 2:00pm. Having all these parts in inventory, allows RapidView and its dealer network to repair any piece of equipment without having to wait on parts to be manufactured and shipped. RapidView Service team can typically turn around repairs in one day. If you ship your equipment to us via UPS, we receive the product by 10:00 AM and can ship it back via UPS at 5:00 PM. - Free Standardized training programs – RapidView offers group or one-on-one training classes with our repair technicians and it's free of charge - Other training options - Every other year RapidView hosts a free 2-day customer appreciation training event at our Rochester, Indiana facility called SeptemberFest. We have dozens of technical sessions that provide hands-on training for nearly any repair. RapidView also hosts training events throughout North America at dealer locations.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	RapidView is responsible for covering all of North America (US, Canada and Caribbean Islands). The Sourcewell customers are a perfect fit for our product offering and territory responsibility. RapidView has been part of the Sourcewell family since 2014. During that time, our total Sourcewell sales have been over \$30 million to about 150 Sourcewell members. We welcome the opportunity to continue to promote the Sourcewell contract in the United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RapidView is responsible for covering all of North America (US, Canada and Caribbean Islands). The Sourcewell customers are a perfect fit for our product offering and territory responsibility. We welcome the opportunity to continue to promote the Sourcewell contract in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	RapidView will be able to sell and service (including all Sourcewell sectors) pipeline inspection equipment throughout all of the US and Canada without any restrictions.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	RapidView will be able to sell and service pipeline inspection equipment for all Sourcewell participating entity sectors (i.e., government, education, not-for-profit) throughout all of the US and Canada without any restrictions.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements apply to Hawaii, Alaska and the US Islands.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Even though we have been an approved Sourcewell vendor for the past seven plus years, we would market the Sourcewell award as if this was the first time being awarded the contract. After the Sourcewell contract gets awarded, we will schedule a conference call with our dealer network to review how the contract works and the process for submitting equipment orders. We will also send an email blast to all of our customers and prospects announcing that we are an authorized vendor listed on the Sourcewell contract. Our newsletter email campaign consists of about 6000 individuals. We will continue to list Sourcewell on our website and ongoing promotion in magazine ads and on Facebook, Twitter and LinkedIn. Each year we have either a dealer meeting or customer/prospect meeting. During these meetings, we would have a segment dedicated to Sourcewell. RapidView also promotes Sourcewell at all national trade shows or RapidView sponsored events - WWETT, No-Dig, WEFTEC, Tri-State, SeptemberFest, etc... There are examples of RapidView promoting Sourcewell in the document upload section.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	You can visit our website at www.rapidview.com . We market using Facebook, Twitter and LinkedIn. We also market through Netsuites CRM, Paid Search and Digital display ads. Our monthly newsletter campaign also mentions the Sourcewell contract and is distributed to over 6000 individuals. Our dealer network also markets the Sourcewell contract using the same methods.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Over the past eight years, Sourcewell has supported RapidView in many different ways. Here are a few examples. • Educating our sales staff and dealer network • Participating in prospect sales presentations • Presenting at RapidView customer events RapidView looks for this support to continue in the next contract term. Sourcewell is our #1 cooperative purchasing contract and will be for the next four years. Sourcewell is discussed in every potential customer meeting, and this will continue over the next four years.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, our products and services are not available through an e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	RapidView provides many opportunities for equipment/operator and maintenance/repair training. • Equipment and/or maintenance training at the Rochester, IN facility. (free of charge) • On-site equipment and/or maintenance training (additional fee) • Product specific technical sessions that provide hands-on training (free of charge) • Every other year RapidView hosts a free 2-day customer appreciation party / training event at our Rochester, Indiana facility called SeptemberFest. (free of charge) • RapidView also hosts training events throughout North America at dealer locations. (most are free of charge) • One-on-one training with our repair technicians at our facility in Rochester, IN. (free of charge) • RapidView has created tech tip video tutorials that cover most of the do-it-yourself repairs. (free of charge)

40	Describe any technological advances that your proposed products or services offer.	RapidView IBAK North America is known as the company of "firsts". • First Sewer Camera • First Pan & Tilt Camera • First Report Writing Software • First Lateral Launch Robot • First Always Upright Pan & Tilt • First Pan & Tilt for 4" • First Pan & Tilt Push Camera • First 360 Panoramo Optical Scanner • First 4K/HD CCTV Camera. Perhaps the greatest innovation in pipeline inspection technology in decades, the PANORAMO® system is providing better data to engineers, reducing stress for operators, increasing productivity and changing the way we inspect our underground infrastructure. The revolutionary PANORAMO® technology is available for manhole inspections! PANORAMO®SI provides a complete 360° view of the manhole after the inspection, similar to normal PANORAMO® pipe segment files. Conduct inspections in a fraction of the time it would take you with traditional methods! Available as an add-on to your PANORAMO® system or in a stand-alone version. RapidView is the only company to offer this technology.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The independent certification body TÜV NORD CERT has tested IBAK's management system with respect to the requirements of the standards ISO 9001:2015 (quality) and ISO 14001:2015 (environment). IBAK passed the certification audits and has been recertified to both standards. At the same time, the company processes were evaluated for the first time for compliance to the requirements of ISO standard 50001 (energy) and a certificate was awarded. Quality The aim of the standard ISO 9001 is to achieve sustained quality assurance and a continual process of improvement. For IBAK, these two points form the basis for being able to supply customers with sewer inspection and rehabilitation systems of the best possible quality for operation all over the world. The Environment The superordinate objective of the ISO 14001 standard is to promote environmental protection and to reduce damage to the environment. The ISO 14001 certificate is evidence that IBAK is actively striving to reduce the effects on the environment of the company processes, products and services. IBAK's aim is to ensure that all the company's processes and decisions are in line with a responsible treatment of the environment. Energy In a systematic energy management system to ISO 50001, the energy flows of all sites, facilities, processes and activities within the company are documented and their energy efficiency is assessed. IBAK has implemented an ISO 50001 certified energy management system and is striving to promote this further in a continual energy optimization process.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	This answer is the same as question #41. The independent certification body TÜV NORD CERT has tested IBAK's management system with respect to the requirements of the standards ISO 9001:2015 (quality) and ISO 14001:2015 (environment). IBAK passed the certification audits and has been recertified to both standards. At the same time, the company processes were evaluated for the first time for compliance to the requirements of ISO standard 50001 (energy) and a certificate was awarded. Quality The aim of the standard ISO 9001 is to achieve sustained quality assurance and a continual process of improvement. For IBAK, these two points form the basis for being able to supply customers with sewer inspection and rehabilitation systems of the best possible quality for operation all over the world. The Environment The superordinate objective of the ISO 14001 standard is to promote environmental protection and to reduce damage to the environment. The ISO 14001 certificate is evidence that IBAK is actively striving to reduce the effects on the environment of the company processes, products and services. IBAK's aim is to ensure that all the company's processes and decisions are in line with a responsible treatment of the environment. Energy In a systematic energy management system to ISO 50001, the energy flows of all sites, facilities, processes and activities within the company are documented and their energy efficiency is assessed. IBAK has implemented an ISO 50001 certified energy management system and is striving to promote this further in a continual energy optimization process.	*

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	RapidView does not hold any of these certifications.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	IBAK designs and manufactures the components that go into our systems. We do not rely on off-the-shelf consumer products that may be discontinued next month. We manufacture over 85% of our product components so we can guarantee quality, reliability and availability of spare parts for 10 years down the road. Another characteristic that sets us apart from our competition is our experience. Our senior management team has been in the business for over 30 years. Our sales team has been in the business for an average of 8 years. Our customer service and repair technicians have been with the company for an average of 10 years. With all of this experience, there are not a situation that our customers encounter that we cannot help them with. IBAK has been designing and building pipeline inspection robotics since we started the industry in 1957. It is simply the best equipment available. Also, with over 20% of the company dedicated to research and development and a proven track record of industry defining products, customers can be sure they have a partner for the long haul.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, RapidView's warranties cover all products, parts and labor.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, RapidView does not impose any usage restrictions or other limitations that adversely affect coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, RapidView's warranties does not cover the expense of the technicians' travel time and mileage.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No – our warranty covers all of the US, Canada and the Caribbean Islands. RapidView provides warranty to all areas that RapidView represents.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	RapidView will cover only RapidView IBAK equipment. For products other than IBAK equipment, we utilize the warranties from the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	RapidView will employ reasonably commercial efforts to fill customers/dealers orders promptly on acceptance by RapidView, but reserves the right to allot available inventories among distributors and end user customers at its discretion. Except for RapidView's Products that are found to have a manufacturer's defect at the time of sale to Distributor, RapidView shall not be obligated to accept any of RapidView's Products that are returned by customer/Distributor. In the event such returns are accepted by RapidView, it may impose a 15% restocking fee.	*
51	Describe any service contract options for the items included in your proposal.	RapidView's standard warranty coverage is for one year. Extended warranty coverage is available for an additional cost for up to two additional years.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	RapidView's payment terms are 30-day terms. The accepted payment methods are Visa, Mastercard, Discover, ACH/Wire transfers and company checks.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	RapidView and its dealer network provide municipal leasing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	RapidView accepts the Customer's standard purchase order documents when placing an order. We have also created a purchase order template that customers can use to easily purchase our pipeline inspection equipment. The template has been uploaded in the document upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	RapidView does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rapidview institutes line-item pricing. To make the pricing easier to understand for the end customer, we created equipment packages. The price guide is set up to display the retail price of the items, the Sourcewell item discount and finally, the Sourcewell discounted price. Our complete price list has been uploaded in the Pricing Document Section.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	RapidView is offering customers who utilize the Sourcewell contract a 4% discount off 2022 pricing.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	RapidView does not offer quantity or volume discounts.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our sales are consultative and require RapidView personnel to custom design and build inspection systems for each customer. Any items not listed on our price list provided to Sourcewell will be quoted separately.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	RapidView does not have any additional charges/items that are not included in our Sourcewell pricing template.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The customer is responsible to pay standard ground shipping charges and/or delivery fees. Overnight or priority shipping is available upon request. If the order is for equipment only, the customer will be responsible for the shipping charges. If the order is for equipment installed in a vehicle, the customer will be responsible for the delivery fee. Both will be invoiced at the time of delivery.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and freight charges are the same as in question 61. The customer is responsible to pay standard ground shipping charges and/or delivery fees. Overnight or priority shipping is available upon request. If the order is for equipment only, the customer will be responsible for the shipping charges. If the order is for equipment installed in a vehicle, the customer will be responsible for the delivery fee. Both will be invoiced at the time of delivery.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	RapidView does not have any unique distribution/delivery methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All of the RapidView dealers have a copy of the most current Sourcewell pricing. This is the first line to obtain the proper pricing. The CRM RapidView utilizes also has an option for Sourcewell pricing. So anytime a dealer or customer requests a quote for equipment, the most current pricing will be available. At the end of each quarter, our dealers report the Sourcewell deals that have occurred within the quarter. Our accounting department verifies those reports with the invoices that were distributed. Along with their day to day accounting methods and providing quarterly reports to Sourcewell, we will be able to account for every sale and not let anything get overlooked. We have submitted all of our Sourcewell reports and payments on time since the start of first contract in 2014.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Here is a list of internal metrics that RapidView will use to track the success of the Sourcewell contract. - Overall Sourcewell sales year over year. - Percentage of Sourcewell sales verses overall RapidView sales - The number of new states or provinces each year that RapidView utilized the Sourcewell contract. - The increase of the percentage of sales each of the RapidView dealers account for year over year.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% of the contract sale is the proposed administrative fee for Sourcewell..

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	RapidView is the leading supplier of high quality, high production, professional sewer, water, industrial and other pipeline inspection cameras, sewer inspection software, and sewer pipe rehabilitation robotics to the North American market. RapidView partners with the oldest, largest, and most advanced manufacturers of such products, including IBAK Helmut Hunger GmbH & Co. KG, and others. RapidView products can be purchased through an extensive dealership network, with numerous service and repair centers to keep the customer up and operational. RapidView offers products for everyone's budget. Here is the list of product categories RapidView has to offer. Push Cameras The MiniLite Pushrod System is a compact and versatile platform for inspection of small diameter pipelines. The system works with AxialCam 2, NANO, NANO-L, ORION Zoom, ORION-L Zoom, and POLARIS cameras. The MiniLite features an all-new controller module design. With a bright 10" touch screen and a built-in Windows PC, this controller is ready right out of the box. The new multifunction joystick allows precise control of our pan & tilt cameras. Portable Compact Mainline Systems The MainLite system is based around two very compact cable drums (KW 206 and KW 306) and the revolutionary BP series multi-function computer controllers. The entire unit can be mounted in a truck, or used in portable applications with the addition of our new © MainLite Portable Cart, which provides seating and an ergonomic mount for the BP 100 controller.

		4K/HD Mainline Systems You probably have a high-definition TV at home. Truth is that your mobile phone probably has a higher resolution than your current CCTV inspection system. The time has come to bring dramatically higher visual fidelity to the sewer inspection market. If you are a municipality interested in working with the best video data available or a contractor wishing to leverage the quality of your services - The ORPHEUS 2.0HD system is for you! The purpose of all CCTV systems is to capture images that allow system owners to make important rehabilitation decisions. Why settle for the low-resolution of a standard CCTV system? Now you can inspect in stunning 4K/High-Definition! Give system owners the information they need and avoid blurry, out of focus pictures. Our system is the only one in the world designed from the ground up to be 100% HD, ensuring that you capture clean, crisp video and high-resolution pictures. Lateral Launch The LISY 3 was designed to be easy to use, simple to maintain and safe to operate. The synchronized LISY drum works with your existing IBAK cable drum to payout and retrieve the cables at the same time. This dramatically reduces the time you need to spend setting up or retrieving the system after the inspection. PANORAMO Perhaps the greatest innovation in pipeline inspection technology in decades, the PANORAMO system has provided better data to engineers, reduced stress for operators, increased productivity and changed the way we inspect our underground infrastructure. Now, with the revolutionary PANORAMO 4K technology, it provides even better image quality. Inspect more than twice as much pipe per day, reduce your operating costs by more than 30% compared to normal CCTV and provide system users with incredible high-definition imagery! Cutters and Grinders Have you ever wished that you could have our high level of reliability, durability and attention to detail in your cutter system? Well, the wait is OVER! The MicroGATOR 2.0 is the powerful, single-point electric reinstatement cutter manufactured to the exacting quality standards of IBAK. With longer cable lengths, powerful and quiet cutting motors, and drive units designed to withstand the toughest jobs, these cutters have already reset the industry's expectations. Software The IKAS evolution is the newest generation of IBAK's powerful sewer analysis software, now available and supported in North America! Intuitive by design, the inspector is in full control of acquisition and sewer data analysis. PACP, MACP, and LACP data interface capable, IKAS evolution can be adapted to the needs of modern sewer inspection and each individual user's workflow. IKAS evolution is available in four base bundles with over two dozen extension options available for advanced inspections including; Full HD, 3D-GeoSense, Laser Measurement, and LaserScan profile analysis. Vehicle and Trailer Conversions RapiView converts quality vehicles, trailers and UTVs for deploying equipment effectively and safely. With a focus on ergonomic, user-friendly interiors, our conversions are hand built with superior craftsmanship and durability. Each design is created to meet the customer's individual specifications. We convert every major vehicle brand and model.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Pipeline inspection cameras Sewer inspection software Sewer pipe rehabilitation robotics Drainage inspection cameras Push sewer camera Lateral launch inspection cameras	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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70	Video, imaging, scope, and sensor equipment	☒ Yes ☐ No	RapidView is the leading supplier of high quality, high production, professional sewer, water, industrial and other pipeline inspection cameras. The list of inspection system categories RapidView offers includes the following: - Push Systems - Portable systems - Lateral Launch - 4K/HD Mainline - 4K PANORAMO Mainline - 4K PANORAMO Manhole - Laser Profiling - 3DGS Mapping	*
71	Flow and leak testing, detection, and monitoring equipment and tools	☐ Yes ☒ No	We do not offer flow and leak testing, detection, and monitoring equipment and tools.	*
72	Underground infrastructure rehabilitation equipment	☒ Yes ☐ No	RapidView is the leading supplier of high-quality infrastructure rehabilitation equipment. The product line includes: - MicroGator 2.0 The NEW MicroGATOR 2.0 is the powerful, single-point electric reinstatement cutter manufactured to the exacting quality standards of IBAK. With longer cable lengths, powerful and quiet cutting motors, and drive units designed to withstand the toughest jobs, these cutters have already reset the industry's expectations. - MicroGATOR Air A pneumatic cutter designed with compatibility and convenience in mind. Equipped with a 1.5 horsepower pneumatic motor and manufactured to IBAK's exacting quality standards, the MicroGator® Air is a practical, yet reliable solution. One feature that makes this cutter unique is its focus on modularity. The MicroGator® Air is compatible with the components to our MainLite Systems including the KW206 and KW306 cable reels, our BP100 and BS10 control units, and even the same cable. With these components, all you need is a hose reel for the air hose and a compressor to have a complete cutting system.	*

73	Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above	☒ Yes ☐ No	RapidView inspection systems will be delivered with everything a Sourcewell customer needs to get started. Out of the box, we provide the most effective inspection and rehabilitation systems in the industry. However, our customers are often the people who expect more from themselves and their equipment. They tackle the impossible jobs and when they do, we have a large selection of accessories available to help them succeed. In the Additional document section, there is RapidView's complete product catalog that lists products to expand customer's equipment capabilities, increase their safety, and make them more productive.	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Describe the compatibility of any software products offered with industry hardware.	RapidView offers extensive software options to compliment the equipment explained in the RFP. The IKAS evolution is the newest generation of IBAK's powerful sewer analysis software, now available and supported in North America! Intuitive by design, the inspector is in full control of acquisition and sewer data analysis. PACP, MACP, and LACP data interface capable, IKAS evolution can be adapted to the needs of modern sewer inspection and each individual user's workflow. IKAS evolution is available in four base bundles with over two dozen extension options available for advanced inspections including; Full HD, 3D-GeoSense, Laser Measurement, and LaserScan profile analysis.	*
75	Describe the compatibility of any hardware products with industry software.	RapidView IBAK equipment works with more third-party software than any other manufacturer. Our equipment is integrated with PipeLogix, WinCan, Granite, IT Pipes, CT Spec, PipeTech, POSM and many others. We are always open to further development with any and all pipeline data logging or utility infrastructure management software programs. The fact that we don't focus on one software to the exclusion of others is our biggest strength. We understand that our customers use a variety of software programs and it is important that we make sure they can use what they want. Contractors (who works closely with our Sourcewell customers) especially need to be flexible and we want to make sure that they can remain so while using the best pipeline inspection equipment available, regardless of software.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - 2022 Sourcewell Price Pages.pdf - Friday December 03, 2021 12:55:44
 - [Financial Strength and Stability](#) - RV FS - 2020 and 2012.pdf - Thursday December 02, 2021 13:14:06
 - [Marketing Plan/Samples](#) - RapidView Marketing.pdf - Thursday December 02, 2021 13:16:32
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty and Terms and Conditions of Sale.pdf - Wednesday December 01, 2021 15:19:40
 - [Standard Transaction Document Samples](#) - RapidView Purchase Order Template.pdf - Sunday December 05, 2021 13:18:36
 - [Upload Additional Document](#) - RapidView Sole Source and Product Catalog.zip - Friday December 03, 2021 09:25:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steve Keranko, Director of Sales, RapidView LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	☒	1

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: I-90 Corridor Study Workshop Recap and Letter of Support Consideration - **NOT AN ACTION ITEM**

ITEM AND RECOMMENDED ACTION:

Staff will provide a recap of the November 21st I-90 Corridor Study Workshop and present a letter of support towards Option B for Council's consideration.

DISCUSSION:

At the November 21st workshop, ITD's Consultant provided a brief presentation of the I-90 Corridor Study through the Post Falls area, outlining the two current options that are under consideration.

During the workshop, staff discussed providing a letter of support towards Option B, with the direction provided to bring this forward as a new Business Item at a future Council Meeting for discussion. Staff will provide a recap of the workshop, discuss their current preferred option and the basis for that preference, along with future actions by ITD towards that project once funding is provided. A draft letter of support is included within the packet for Council's discussion and consideration.

**Draft letter attached.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Item was discussed at the November 21, 2023 workshop.

APPROVED OR DIRECTION GIVEN:

Return as a New Business Item

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None at this time

BUDGET CODE:

N/A

ATTACHMENTS:

1. Draft ITD Letter (I-90 Corridor Study)

November 8, 2023

Mr. Damon Allen
ITD District 1
600 W. Prairie Avenue
Coeur D'Alene, ID 83815

Re: I-90 Corridor Study Through Post Falls

Mr. Allen,

The City of Post Falls appreciates the efforts that the State of Idaho and Idaho Transportation Department have made in the planning, design, and the pending start of construction for the widening of the I-90 Corridor. These improvements are important in maintaining the economic competitiveness of North Idaho and in maintaining safe and reliable transportation for our citizens and the region.

The City has participated in the I-90 study and workshops, and our staff has engaged directly with District 1 staff and consultants. We specifically recognize the additional efforts that your staff has taken to organize a second public open house, meet with stake holders and conduct a workshop with our City Council. The two options that have been presented, Options B and C, provide solutions to the immediate and long-term transportation needs along the I-90 Corridor. While the City's support does not provide a commitment or obligation of funds towards the project, our current preference leans towards Option B, as the studies show improved system efficiency and longer-term resiliency. Option B appears to provide the needed capacity along I-90, while balancing the impacts to local access for the City of Post Falls. It is likely that Option B would also provide a better overall long-term return on investment to the State of Idaho and the taxpayers of north Idaho. The City of Post Falls recognizes that the Idaho Transportation Department will need to finalize the study and review of the I-90 Post Falls Corridor once funding for the project is allocated, and that this could take several years. We look forward to continuing to work directly with your team during the final process.

Again, The City appreciates the State's foresight and effort's in improving the I-90 Corridor for the long-term transportation efficiency and safety of the region.

Sincerely,

Ronald G. Jacobson, Mayor
City of Post Falls

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 12/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: Prairie Avenue / Spokane Street Project Summary

ITEM AND RECOMMENDED ACTION:

Staff is providing a summary of the Prairie Avenue / Spokane Street Project that was completed in 2023. No Council action is required.

DISCUSSION:

Over the past three years, the City has been constructing improvements along Spokane Street and Prairie Avenue under the projects collectively known as *Prairie Avenue and Spokane Street Phase I* and *Prairie Avenue and Spokane Street Phase II*. This work has completed three (3) projects from the City's Transportation Capital Improvement Plan and three (3) projects from the Water Reclamation Master Plan. Construction commenced in the spring of 2021 and the project was completed late summer of 2023. From this project, the City has: modernization of Spokane Street to a Minor Arterial from Poleline Ave. to Prairie Ave., installation of a multi-lane roundabout at the Prairie / Spokane intersection, principal arterial improvements for Prairie Avenue between Chase Rd. and Spokane St., abandonment of the Greyling Estates and Prairie Falls II lift stations, and the installation of a deep collection main for the water reclamation division in Prairie Ave. Funding of the project was completed with a combination of funding sources including: developer cash outs, street impact fees, Street Department and Water Reclamation. Phase I and Phase II Improvements were designed by JUB Engineers. Phase I was completed in 2021 by Interstate Asphalt within the approved budget amount and focused on the UPRR Crossing. The most recent, Phase II, improvements completed the remainder of the work with an awarded contract price of \$5,364,369.20 and was constructed by LaRiviere, Inc. Final construction cost for the bid portion of the work was \$5,188,529.29. With only minor punch list items and a warranty walkthrough remaining, the project is under budget by \$192,848.22 or 3.28%. Completed improvements were identified as being sufficient to handle projected transportation needs beyond the current master plan planning horizon of 2035.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

April 14, 2020 – Public Highway at Grade Crossing Agreement with UPRR
May 12, 2020 – Professional Services Agreement with JUB for Design
September 15, 2020 – Notice of Award for Spokane Street & Prairie Avenue – Phase I
September 7, 2021 – Additional Services with JUB for Sanitary Sewer design
December 7, 2021 – Easement Acquisition Northwest Corner – Prairie Ave. / Spokane St.
December 21, 2021 – AVISTA Utility Agreement
January 24, 2022 – Request to bid project
April 12, 2022 – Reimbursement Agreement – East Greenacres Irrigation District
April 25, 2022 – Request to award contract

APPROVED OR DIRECTION GIVEN:

Council approved all requested actions.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None