



**CITY COUNCIL
MEETING AGENDA**

**September 16, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Department Head Contracts

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove

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

- a. Proclamation - National Service Dog Month

AMENDMENTS TO THE AGENDA

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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 – September 3rd, 2024, City Council Meeting

- b. Payables 9.3.24-9.17.24
- c. July Cash and Investments
- d. Montrose 17th Addition Plat Application
- e. Eucon Subdivision Construction Improvement Agreement
- f. Pay Grades and Standardization of Department Head Employment Contracts

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Budget Amendment FY 2024

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. Fiscal year 2025 Fee Resolution
- b. Water Reclamation Facility Tertiary Treatment Project - Contract Amendment with Panhandle Area Council
- c. City Hall Remodel Project – Audio Visual Contract with Avidex
- d. City Hall Remodel Project – Furnishings Contract with Contract Design Associates

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. Professional Service Agreement for Fiscal Impact Analysis (FIA) with URBAN3
- b. FY2025 Intergovernmental Agreements for Prosecution Services

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.

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)(a) & (b):
 - (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.
 - (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

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: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission
Building Community.

Department Head Contracts Workshop



Department Head Contracts

Department Head Team began process to update D.H. employment contracts to:

1. Cap Department Head pay like other city employees
 - Longstanding practice: No established ranges for D.H. positions
2. Standardize contract terms and form
 - Several different forms, with different terms, based on hire date

Contract Form

- Current form updated initially by legal team when HR Director position turned over
 - Form reviewed by employment law specialist at that time
- Form was revisited when this project began to ensure still current
 - Reviewed again by employment law specialist
 - Incorporated input from ICRMP
- Review intended to ensure that city's interests were represented and protected

Contract Terms

- Terms standardized:
 - Minor variations but terms generally the same across agreements
 - Most terms remain the same as previous terms or personnel rules
 - Severance pay, if terminated w/out cause, now 4 months for D.H.s and 6 months for City Admin – was 3, 4, or 6 months
 - \$150 uniform vehicle stipend – previously some had more, some did not receive stipend
 - Training allowance for necessary certifications increased to \$5,000 to reflect increased costs for training

Salary Levels

- For salary cap, needed to identify appropriate ranges for positions
- Positions compared to similar entities in region
- Positions grouped into 3 new grades to be added to pay scale (20, 21, & 22) based on comparisons
- Will be reevaluated during salary survey planned for fiscal year '25
- Contract amendment doesn't raise anyone's salary – just caps pay

Grade 20

	Hourly Rates		Grade Prog.	Annual Rates	
	Minimum	Max		Minimum	Max
	\$ 54.78	\$ 82.17	20%	\$ 113,942.40	\$ 170,913.60
CD Director					
HR Director					
P & R Director					

Grade 21

	Hourly Rates		Grade Prog.	Annual Rates	
	Minimum	Max		Minimum	Max
	\$ 60.26	\$ 90.39	10%	\$ 125,340.80	\$ 188,011.20
Finance Director					
Legal Services Director					
Police Chief					
PW Director					

Grade 22

	Hourly Rates		Grade Prog.	Annual Rates	
	Minimum	Max		Minimum	Max
	\$ 66.29	\$ 99.44	10%	\$ 137,883.20	\$ 206,835.20
City Administrator					
DCA					

Questions?

Reminder: Any discussions or questions about specific department heads or their individual compensation packages would need to be addressed in an executive session, not during this presentation.



Proclamation

National Service Dog Month

Whereas, we believe in the joyful, transformative power of the human-canine bond and inclusivity of all citizens;

Whereas, in the United States, 64 million adults and children have a disability and only 16,000 service dogs from accredited training programs exist nationwide and the need is growing.

Whereas, Canine Companions is a nonprofit organization that enhances the lives of people with disabilities by providing expertly-trained service dogs and ongoing support to ensure quality partnerships.

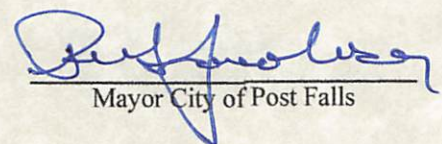
Whereas, Canine Companions and their service dogs empower people with disabilities to lead life with greater independence, by providing best-in-class training, ongoing follow up services and a deeply committed community of support;

Whereas, National Service Dog Month aims to educate our community about the benefits of service dogs and the laws protecting them;

Whereas, The City of Post Falls continues to work toward becoming an inclusive community in which all citizens, and their service dogs, are embraced;

Now, therefore, in recognition of service dogs and the adults and children with disabilities in our community, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim September to be National Service Dog Month; I encourage all citizens to celebrate task trained service dogs and be respectful of the rights afforded to the adults, children and veterans who lead more independent lives because of their assistance.

Dated this 17th of Sept, 2024.


Mayor City of Post Falls



**CITY COUNCIL
MEETING MINUTES**

**September 3, 2024
6:00 PM**

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

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove
Josh Walker, Joe Malloy, Nathan Ziegler, Kenny Shove, Samantha Steigleder, Randy Westlund –
Present

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

Ron Jacobson, Mayor: We are having some technical challenges due to the remodel tonight, so there's only one projector screen and the microphone is adjustable, but you need to speak into it. Please note that the next City Council meeting will be Monday, September 16, as opposed to Tuesday, September 17, due to some scheduling conflicts.

- a. ID Sonshine Kootenai County Fairgrounds Health Clinic

This was canceled as it was announced at the last council meeting.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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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 – August 20th, 2024, City Council Meeting
- b. Payables _8.13.24-9.3.24
- c. Consultant Contract for Warren Park Frontage Improvements
- d. Boyd's Landing 1st Addition Subdivision Construction Improvement Agreement
- e. Surplus Woodbridge Playground
- f. MOU with Panhandle Health District for Administration of Rathdrum Prairie Aquifer Ordinance

Shelly Enderud, City Administrator: There were two corrections to the minutes.

Rhiannon O'Neill, Deputy City Clerk: The vote for the public hearing on the budget was not in there. We added it to the one that will be signed tonight.

Jacobson: The minutes stated that I called the meeting to order, but it was Councilor Malloy.

Steigleder: I have questions for item c. How was JUB selected for that contract? Did we look at any other companies?

Bob Seale, Community Development Director: JUB is on the consultant list that we go out to every two years. JUB was selected as the best of the applicants.

Steigleder: Because it was under \$100,000, it didn't have to go out for a formal bid, or it doesn't fit that type of service?

Seale: It doesn't have to go out because it fits within that roster, and it is within a certain dollar threshold.

Field Herrington, City Attorney: It's also a professional services contract, and we put those out to get a pre-approved list. We do that list every two years.

Malloy: On item e, the surplus of playground equipment. How often do we actually surplus playground equipment?

Enderud: Most of our equipment lasts a very long time. You're looking at 20–25 years for some of the equipment. Woodbridge, we did come in and left the old playground equipment while they installed the new equipment. It's rare that we will come forward with playground equipment surplus. Sometimes it has just been destroyed or damaged.

Malloy: So do we turn it over every 20ish years then?

Jacobson: Some of it is also probably new safety requirements etc. Things continue to change.

Enderud: We do repair and rehab some of our equipment too.

Motion by City Council Malloy to accept the Consent Calendar as presented.

Second by Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Fee Hearing for Fiscal Year 2025

Public Hearing Opened at 6:07 PM

Deputy City Administrator, Warren Wilson Presenting: This is the fee hearing that we typically do once per year. State law requires that we have a hearing on each new fee and every time a fee increases by more than five percent. We typically bring all the fee increases to you, so you see all the fees that are either new or going up. Following the meeting tonight, we would bring back to you at the next meeting the adoption of the annual fee resolution. Water, wastewater, solid waste, cemetery, recreation, community development, and impact fees that are increasing or are new were reviewed. Impact fees increases are based on the Engineering News Record Index that tracks construction inflation and is per dwelling unit.

Steigleder: Why is the mailing fee for community development going down by \$5?

Wilson: That fee was probably too high. It doesn't cost \$6 to provide that service. It's essentially mailing the notice of the hearing, per mailing. The fee should only be based on what it costs to provide the service.

Westlund: I have a question about the impact fees. The discussion has come up of trying to district out the city and have different impact fees based on where it is. Is that something that has to wait until we do the next comprehensive plan?

Wilson: That is ongoing. We are working through an impact fee update right now. You should be getting an update on October 15. That will be a retooling of all the impact fees. In the interim between those years when we adopt them, we ratchet them up by ENR.

Steigleder: I noticed there are impact fees for usages that seem very similar. Why do we do that and how is that determined?

Wilson: You are trying to model the fee based on the impact created by a specific class of user. Typically, you try to divide out if there's something different between these two types of users. The consultant that we used in the past looked at those different users. I don't know that our current consultant will have the same model, so you may see some changes. I tend to agree with you, and it seems that we can group some of them for convenience.

Steigleder: Would that be the same for the parks? I noticed there are many classifications that don't pay any impact fees for parks.

Wilson: That's based on who potentially has an impact on parks services. Which is typically residential users. We recently saw Coeur d'Alene adopt a park impact fee for their hotel spaces because those have an impact on some of their downtown parks. You have to be able to base the fees on models and what the impact is on those areas.

Malloy: We have to base it on something that is justifiable quantitatively.

Wilson: Yes.

Testimony

In Favor: None

Neutral: None

Opposed: None

Public Hearing Closed at 6:18PM

Malloy: A lot of the fees are based on plans that we drafted years ago. Water, water reclamation, solid waste etc. Those models are still functional and still able to pay the bills we need to pay. The rest of it is still, for the most part, below what the rate of inflation has been. I'm fairly satisfied with that. I would recommend that we go forward.

Westlund: Anytime a fee increase is less than inflation, that reflects well on what we are doing.

Walker: I agree.

Motion by City Council Malloy to Approve the Fee Hearing for Fiscal Year 2025.

Second by City Council Westlund.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

- b. 17th & Catherine Vacation File No. VAC-24-1

Public Hearing Opened at 6:19 PM

Planner, Ethan Porter Presenting: This is the request of Connie Krueger on behalf of the owner, Chad Johnson, to vacate rights-of-way adjacent to 116 W 17th Avenue. This includes 5 feet of ROW along W. 17th Avenue and 7.5 feet of ROW along N. Catherine Street. They will be mirroring previous vacations on the south-eastern side of 17th Avenue. By vacating the proposed areas, it may provide more flexibility in site design, more space and functionality. Staff have no concerns about the proposed vacation. The existing rights-of-way widths exceed minimum standards.

Westlund: Why was the ROW larger than the minimum standards? Did our standards change over time? What's the history behind that?

City Engineer, Rob Palus: That area of town dates back to the pre-1970's. Back then we had a lot of very wide rights-of-way. As time has developed, we've gone with narrower roadways. Today we utilize 32-foot wide roadways curb face to curb face.

Westlund: I would imagine that there are many properties that have wider right-of-ways than what is needed?

Palus: Yes, however, we always want to take a look at what the function of the roadway is long term in the plans that we have. Also, do we have our utilities in place? Making sure we reserve enough easements and ROWs that we can take care of what we have today and what we anticipate we need tomorrow. This is one of those areas where we have the utilities in place. We don't ever see a need for going with a wider road.

Westlund: This doesn't have any impact on our utilities? We don't have to move anything?

Palus: Correct.

Malloy: Ten years from now, say a developer buys that entire block and wants to get a change in use, maybe do something commercial on Spokane Street. So, we want them to make improvements, and they have to have sidewalks, curb, gutter, etc. Does this vacation still allow

enough space for all that?

Palus: For the residential roadway standard that's on 17th Avenue and on Catherine Street, yes.

Jacobson: If they develop it now, they would have to do that.

Steigleder: When we want rights of way we have to purchase that land, but when we vacate land the property owner doesn't have to buy it?

Palus: When we vacate land, the determination is that it's no longer needed by the public, so it goes back to the property that adjoins it. When a developer comes in and does a subdivision, they dedicate and they give those ROWs to the city freely in most cases. If we have a road project in the area and don't have enough ROW, we may purchase it.

Testimony

In Favor: None

Neutral: None

Opposed: None

Public Hearing Closed at 6:29 PM

Motion by City Council Malloy to Approve the 17th & Catherine Vacation File No. VAC-24-1. Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Resolution Authorizing Use of Foregone Tax Authority

A RESOLUTION OF THE CITY OF POST FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CERTIFYING THE LEVY OF ONE PERCENT (1%) OF THE CITY'S FORGONE BALANCE, IN THE AMOUNT OF ONE HUNDRED AND SIXTY THOUSAND AND FORTY-SEVEN DOLLARS (\$160,047.00) AND 3% OF THE CITY'S FOREGONE BALANCE OF FOUR HUNDRED EIGHTY-SEVEN THOUSAND AND ONE DOLLAR (\$487,001.00), TO BE INCLUDED IN THE CITY'S 2024-2025 BUDGET FOR THE SPECIFIC PURPOSE OF FUNDING OPERATIONS AND A CAPITAL PROJECT(S) DESCRIBED BELOW WITHIN THE GENERAL FUND, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Idaho Code §50-235 empowers the City Council to levy taxes for general revenue purposes; and

WHEREAS, Idaho Code §50-1002 requires the Council to pass a budget, referred to as an Annual Appropriation Ordinance; and

WHEREAS, Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services; and

WHEREAS, Idaho Code §63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of three percent (3%), plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes; and

WHEREAS, Idaho Code §63-802(1)(e) requires that the Council must publish notice of its intent to recover a forgone levy and hold a public hearing; and

WHEREAS, the Council has met the notice and hearing requirements in Idaho Code §63-802(1)(e) to levy from its foregone balance;

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

1. That the City of Post Falls, Idaho, certifies that, in addition to the other increases allowed under Idaho Code, the City is levying one percent (1%) from the City's forgone balance for the specific purpose of funding operations in the amount of one hundred sixty thousand and forty-seven dollars (\$160,047) to be included in the City's 2024-2025 Budget.
2. That the City of Post Falls, Idaho, certifies that, in addition to the other increases allowed under Idaho Code, the City is levying three percent (3%) from the City's forgone balance for the specific purpose of funding a capital project or projects outlined in the City's 2021 Facilities Master Plan for expanding the police station, public works facility, or parks maintenance facility in the amount of four hundred eighty-seven thousand and one dollars (\$487,001) to be included in the City's 2024-2025 Budget.
3. Effective Date. This Resolution, passed by a majority of the Post Falls City Council, is in full force and effect from and after its passage and approval according to law.

Motion by City Council Malloy to Approve the Resolution Authorizing Use of Foregone Tax Authority.

Second by City Council Westlund.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Westlund

Nays: City Council Steigleder

Motion Carried

- b. Fiscal Year 2025 Budget Ordinance

Motion by City Council Malloy to place the ordinance Fiscal Year 2025 Budget Ordinance on its first and only reading by title only while under suspension of the rules.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Westlund

Nays: City Council Steigleder

Motion Carried

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024, APPROPRIATING THE SUM OF \$159,616,812 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF POST FALLS FOR SAID FISCAL YEAR AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS

Motion by City Council Malloy to approve the ordinance Fiscal Year 2025 Budget Ordinance and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Westlund

Nays: City Council Steigleder

Motion Carried

c. Alcoholic Beverage Fees

City Administrator Shelly Enderud Presenting: Tonight we are answering any questions you might have regarding the alcoholic beverage fees. We brought this forward this summer in a workshop. We are limited under state code for the fees that we charge. We looked at the other cities in Idaho. The only one who was charging differently was Rathdrum, and they were charging \$2.50 more for the liquor and wine and \$50 less on the wine to go. We could actually charge a few more dollars because the state just increased their fees a few years ago, and we did not increase ours back then. These fees should be relative to the actual process.

Malloy: We are entering into a new budget, and we need to pass something, so in this case I would say we need to pass these. However, for me, I haven't been smart enough to come up with a better system. I still think we should have a system to charge based on volume. Super 1 is selling a lot more beer than the Republic, for example. I would rather this topic not die yet.

Enderud: The fees are annually renewed in February. Unless you are a new business, you aren't going to pay this fee again until February. So, you do have time.

Steigleder: I would ask for a breakdown of how long it takes to collect this information and do the background. We can go down the volume route, but getting the liquor license is going to take the same amount of time whether you are Super 1 or the Republic. If we can have more definitive evidence of what the price tag for the city actually is. We could talk about it more in real terms.

Enderud: One thing about how we do the fees that might go against what you are seeking, is if you have a non-profit that applies for a liquor license, it may be more expensive to do their check as we have to do a background check on all the board members of that non-profit. Or however they identify, usually it is a board. It may be more expensive for the folks that you may not want to charge more.

Malloy: If the fee is to cover the cost of issuing the permit, then we're basically issuing a permit to issue it.

Enderud: You have to meet all the requirements under the state code.

Malloy: In theory, the state and the county have already done this, right?

Enderud: In theory. We have found things from those.

Westlund: It seems like a silly sequence of hoops to go through and a lot of duplication of work. What we are doing is dictated by state law. I don't see that we have a great option to redesign how this works right now.

Jacobson: I have no issues if you want to have further discussion, but I also have no issues with leaving them as they are. To my knowledge, this is the first time this has come up in my 26 years. Are we creating a mountain out of a molehill?

Ziegler: I agree with the Mayor. I'm always one for more information. The volume part is not a good argument, the way I understand it, but I would be in favor of bringing it back.

Walker: I agree with you and Councilor Ziegler. I could go for more conversation, but at the same time it is what it is.

Shove: I think it's always good to review, so I would be in favor of getting more information.

d. Critical Materials Ordinance

Motion by City Council Malloy to place the ordinance Critical Materials Ordinance on its first and only reading by title only while under suspension of the rules.

Second by City Council Westlund.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO RELATING TO REGULATION OF CRITICAL MATERIALS AT FIXED FACILITIES; PROVIDING FOR PROTECTION OF THE RATHDRUM PRAIRIE AQUIFER FROM POTENTIAL SOURCES OF CONTAMINATION FROM MATERIALS HANDLING AND STORAGE AT FACILITIES LOCATED OVER OR ADJACENT TO THE AQUIFER; PROVIDING FOR PROPER USE OF SECONDARY CONTAINMENT SYSTEMS AT FIXED FACILITIES THAT USE, STORE, MANUFACTURE OR HANDLE CRITICAL MATERIALS; PROVIDING REQUIREMENTS SPECIFIED IN TITLE III OF THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986; PROVIDING ASSOCIATED DEFINITIONS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Motion by City Council Malloy to Approve the ordinance Critical Materials Ordinance and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

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. Deferred Impact Fees for Attainable and Affordable Housing

Community Development Director Bob Seale Presenting: In discussions with some of the

developers that do affordable housing, the idea was brought up to collect impact fees for affordable or attainable housing at the CO phase versus at the building permit phase. Per statute, we have to collect them at a point that can be determined. In the code change that we are proposing, we are adding definitions for attainable and affordable housing. That would be affordable for persons making 120% or less of the area median income. Those would also have to be deed restricted. For a rental project, it would be at least 25% of the units restricted to persons making 80% AMI or less.

Jacobson: This would basically be a benefit to the developers as opposed to the homeowner?

Seale: Correct. It does make it possible for the developers to be able to bring forward some of these projects, the the sense that they have to come up with a lot of money up front. This is something that is also done in other Idaho cities.

Jacobson: I'm not opposed to it, and I'm a supporter of projects going on like Miracle on Britton. I don't see it as a huge cost savings.

Malloy: As a potential risk, a developer comes in with an affordable housing project, they are allowed to defer their impact fees. They get into construction and then go bankrupt. Then what?

Seale: That fee will still be held for whenever someone decides to pick that building up and finish it.

Malloy: Does anyone see any unreasonable risk here by shifting the payment and something should go arry with the development? I guess I don't see anyone shaking their heads yes.

Steigleder: Is there an assurance from the city that any number of these units will meet these qualifications?

Seale: If they are doing deed restriction, we will require the restriction at the time of permitting to prove that.

Steigleder: The impact fee deferment for the rentals are only for the units that will meet that qualification, not for the entire project?

Seale: Correct.

Steigleder: I do think 25% is low.

Seale: Most of the affordable developments we have seen in town are 100%. However, this encourages somebody to only do 25% and receive some kind of benefit.

Steigleder: It seems like this deferring of payment isn't big enough to put it into city ordinance.

Malloy: Do we know if those other Idaho cities that are doing this have had success in actually spurring affordable housing development with a change like this?

Seale: I can't tell you. This was something that was specifically spoken to with the Miracle on Britton group.

Westlund: What do we do now when a building permit expires?

Seale: I haven't seen any project go defunct through the process.

Deputy City Attorney Warren Wilson: We actually had this come up once a couple of years ago. We had a developer pull site plans because they wanted to beat an increase in impact fees. They didn't end up closing those permits. We put them on notice that their permits were going to lapse. When they come back, they are going to have to pay the increased impact fees, because at the time you are submitting, those fees are locked in.

Westlund: So they are paying the difference between what was paid before and the new impact fee?

Wilson: In this instance, they are paying the whole new impact fee.

Westlund: I'm uncomfortable with putting the deed restrictions into city ordinance because it feels like it is artificially restricting the value of an asset. Seale: The rental ones are deed restricted anyway, if they are meeting HUD requirements, they're ultimately deed restricted.

Westlund: I would prefer we remove the requirement that it is restricted and just say that we can

do this for housing that is attainable. For 120% of AMI. I also had a question about the language affordable to persons making 120% of less of AMI. AMI is a household measure so that should say to households.

Field Herrington, City Attorney: This is a draft. We can make those kind of tooling edits now.

Jacobson: Could you also see if you could come up with a definition for affordable?

Herrington: It might just be as easy as removing affordable.

Wilson: State law does have a definition of affordable housing. There's a reason we didn't use it. If you are giving a credit for affordable housing, you have to back fill that out of your budget somehow. That's not something we are prepared to do today. We used a different term because we didn't want to confuse it with a state term. So we went with attainable housing and attached it to a higher number.

Westlund: The last change I would like to make to it is to strike the rental clause. There's a lot of concern from citizens about lower value apartments right now and I would like to see the Housing Needs Assessment done to decide if we need more of that or not.

Steigleder: I would agree with Randy.

Motion by City Council Malloy to Table the Deferred Impact Fees for Attainable and Affordable Housing and put it on a workshop calendar.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

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. Streets Department Report

Public Works Maintenance Manager Ross Junkin Presenting: I wanted to give an update on where we have been this summer and where we will be going this fall and into winter. The 2024 Chip Seal Contract was 5.31 miles, or 2.7%, of the city lane miles. Our in-house paving was 1.25 lane miles of new asphalt, which is 0.6% of the city's roads. This consists of 2 inches of asphalt being ground off, then our crews re-applying fresh asphalt. For street painting, we have striped about 25% of the city to date. Paint stenciling is complete, and the new paint truck is expected to arrive this month. The challenge that we are up against now is temperature. For street sweeping, we have done about 1,000 center lane miles this year, which is sweeping the entire city about five

times per year (about monthly as winters aren't done).

Steigleder: I'm really impressed by that number.

Junkin: Yes, and that's from May to September too.

Malloy: Not long ago, we were having reliability problems with the sweeper. Are those behind us now?

Junkin: There will always be issues with keeping street sweepers in service. That's a constant problem with sweeping. That's one of the reasons we have two.

Malloy: They are both operating at an acceptable level now?

Junkin: Kind of, we just sent one out for repairs. We are hoping to get that back soon. We have a staff training program called Road Scholar. 10 out of 18 of our staff have achieved the Road Scholar level and 10 out of 18 have achieved the Road Master Status. There have been some increases in the city in streets and maintenance. We have increased the Rapid Flashing Beacons by 30 this year. We have added 5 miles of center lane miles. We've added four roundabouts.

Steigleder: What kind of effect do roundabouts have on the service you provide for them to be called out as their own?

Junkin: They are difficult to stripe. You have to close lanes or the round about itself to stripe. Also, for plowing we have to systematically go through each leg with multiple vehicles. Looking ahead to the winter, we have four new gated plows, which will bring our fleet to eight. We have an Ice Breaker that is ready to go. We replaced two of our non-functioning sanders that were replaced with two new dump trucks.

Jacobson: Thanks, you guys do a good job. Streets are always difficult to maintain.

Ziegler: Is there a good repurpose for reground asphalt that is taken off?

Junkin: Not really. There are two possibilities. One is to place it down in a driveway or parking area and re-roll it, but it makes for a very dense area. The other thing you can do is you can send it to be recycled, and they turn it back into sellable asphalt. That's what we do.

Westlund: We chip sealed 2.7% of the city streets this year, that would take us 37 years to do all the lane miles in the city. Obviously, that's longer than the lifetime of the roads. Is it OK that we aren't able to chip seal all the lane miles, or is it causing maintenance problems?

Junkin: It depends on our climate. Every seven years is ideal, but ten years might work for us. It is difficult to say what number and what percentage is right for us. Ultimately, it is what we can afford and as prices continue to go up for these services it is difficult to keep up.

Jacobson: Some roads are busier than others and will need to be chip sealed more frequently.

Junkin: Yes.

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.

Jacobson: Joe, it is great to see you back. School started. Please be careful.

Steigleder: The River City Festival is officially done, and I just want to say thank you to all the staff that worked really hard on that.

Ziegler: Not only kids, pedestrians, but new drivers that are driving back and forth to the high school please be careful out there.

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)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

Motion by City Council Malloy to enter into Executive Session pursuant to Idaho Code 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need, further that no action will be taken during the session and that the session will last approximately 10 minutes.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

Entered at 7:22 PM

Exited at 7:42 PM

RETURN TO REGULAR SESSION

ADJOURNMENT

Adjourned at 7:43 PM

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy 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: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 9.3.24-9.17.24

ITEM AND RECOMMENDED ACTION:

Check Run 9.17.24

DISCUSSION:

Check Run 9.17.24

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

998934.36

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval
2. Hand Checks 9.17.24

Post Falls Check Approval



City of Post Falls

Packet: APPKT13626 - Check Run 9.10.24
Vendor Set: 01 - Vendor Set 01

Check Date: 9/12/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 411 Mayor & Council					
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5844	Lobbying August 2024	001-411.0000.62040	2,916.66
Dept 411 Total:					2,916.66
Dept: 412 Information Systems					
VEN14426	Crow Canyon Systems, Inc.				
APMWB	Electronic Funds Transf	2024-332	Crow Canyon Nitro	001-412.0000.66014	3,779.00
Dept 412 Total:					3,779.00
Dept: 414 Finance					
C239	CMRS-FP				
APMWB	Check	105000635878	Postage for postage machine	001-414.0000.63070	2,000.00
C291	Coeur d' Alene Press				
APMWB	Check	0000026347	Notice of Public Hearing Update to the Fee F001-414.0000.62000		56.96
		0000026513	Notice of Public Hearing FY 2025 Annaul Fo	001-414.0000.62000	46.88
		0000025925	Notice of Public Hearing Budget FY 2025	001-414.0000.62000	699.36
Dept 414 Total:					2,803.20
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000027014	printing of ordinance 1515	001-415.0000.62000	141.98
Dept 415 Total:					141.98
Dept: 421 Police					
A0690	AccessData Corp				
APMWB	Check	11063185	PD Shredder Services	001-421.0000.68010	72.47
A0901	AT&T Mobility				
APMWB	Check	287291408138X082	PD Mifis	001-421.0000.65030	481.08
		287291408138X072		001-421.0000.65030	160.28
A550	Audiology Research Associates				
APMWB	Check	100342	New Hire Hearing Test - Tiffany	001-421.0000.64020	33.00
		96995	New Hire Hearing Test - Markloff	001-421.0000.64020	33.00
A600	Awards Etc.				
APMWB	Electronic Funds Transf	35773	Years of Service Plaques - Childers, Alexanc	001-421.0000.63060	140.00
C220	Coleman Oil Co				
APMWB	Check	CP-0160470	PD - Fuel	001-421.0000.64030	5,793.98
		CP-0169361		001-421.0000.64030	5,391.81
VEN06546	Findlay Chrysler Dodge Jeep Ram				
APMWB	Check	254922	PFPD168 - Door Handles, Cable, Rod Locks	001-421.0000.67100	269.08
G020	Galls, LLC				
APMWB	Electronic Funds Transf	028959200	PD New Hire Mag Holder - Nilson	001-421.0000.67020	38.64
		028885496	New Hire Equipment - Nilson	001-421.0000.67020	68.04
		028922891	PD New Hires - CAT Holders	001-421.0000.67020	46.93
		028910672	PD New Hires - Pistol Holder	001-421.0000.67020	44.94
		028922892	PD New Hires - CAT Holder	001-421.0000.67020	23.45
		028959201	PD New Hire Mag Holder - Levno	001-421.0000.67020	38.64
		028882059	New Hire Uniform - Pants	001-421.4000.72000	76.26
		028910659	PD Uniform Alterations - Harmon	001-421.4000.72000	52.99
		028910660	PD Uniform Alterations - Putnam	001-421.4000.72000	40.44
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5006559	PFPD123 - SL-N-Relays	001-421.0000.67100	55.96
		5006576	PFPD SL-N-Relay	001-421.0000.67100	69.66

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB K140	Check Kootenai Electric	5006599	PFPD123 - N-Harness	001-421.0000.67100	295.43
APMWB VEN14071	Check Medtech Forensics, Inc	1588061 083024	Blossom Mtn Tower	001-421.0000.65021	498.55
APMWB VEN14991	Check Melissa Parker	43065	Evidence Sealing Tape	001-421.0000.63920	393.00
APMWB VEN14015	Check Midway Hyundai	082224	Payment Request - Animal License Refund	001-421.1514.33207	15.00
APMWB N001	Check Napa Auto Parts	179936	PFPD120 Alignment	001-421.0000.67170	129.00
APMWB	Check	3688-309889	PFPD104 - Batteries & Core Deposits	001-421.0000.67100	291.69
		3688-309825	PFPD91 - Battery & Core Deposit	001-421.0000.67100	154.84
		3688-307144	PFPD104 - Battery & Core Deposit	001-421.0000.67100	144.55
		3688-308879	PFPD123 Dual Fan Assembly	001-421.0000.67100	143.98
		3688-306958	PFPD Stock - LED Minis, Microfiber Towels	001-421.0000.67100	61.20
		3688-308968	PFPD123 Engine Valve Mount	001-421.0000.67100	57.22
		3688-306660	PFPD121 - Power Seat Switch, Epoxy Syringe	001-421.0000.67100	54.27
		3688-308166	PFPD Core Deposits	001-421.0000.67100	-284.23
		3688-309179	PFPD121 Relay	001-421.0000.67100	25.43
		3688-308103	PFPD Shop - Oil Filter	001-421.0000.67100	15.37
		3688-307120	PFPD152 - Oil Filter	001-421.0000.67100	7.23
		3688-308655	PD Battery Return & Core Deposit	001-421.0000.67100	-136.14
		3688-309984	PFPD104 - Fuse Holder, Battery Accessories	001-421.0000.67100	49.32
VEN01972	North Idaho College				
APMWB VEN04390	Check Personnel Evaluation, Inc.	SPFPD24SP	SP24 Academy Tuition & Fees - x4 Cadets	001-421.0000.64020	13,388.00
APMWB VEN04236	Check Ramey's Yard Care	52214	Applicant PEP Testing	001-421.0000.62040	25.00
APMWB S0760	Check Seltice Laundry	739510	PD Pest Control	001-421.0000.68010	85.00
APMWB	Check	8/325	PD Car Wash Usage - July	001-421.0000.67170	15.76
		8/328	PD Car Wash Usage - August	001-421.0000.67170	15.76
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240117188-00	PD Brake & Parts Cleaner	001-421.0000.67100	230.52
		240117729-00	PD Heat Shrink Tubes	001-421.0000.67100	262.95
VEN14751	Tetiri, LLC				
APMWB	Check	47	Substation Rent - August	001-421.0000.62040	1,480.50
		51	Substation Sept 2024 Rent	001-421.0000.62040	1,480.50
T0030	T-Mobile USA				
APMWB	Check	997252888 082024	PD Control Center - August	001-421.0000.65030	1,386.80
		986172479 082224	PD Mobile Devices	001-421.0000.65030	696.48
VEN09641	Wireless Connection				
APMWB VEN14328	Check ZaccWorks	INV837653	10yr Renewal of Call Sign WQBJ860	001-421.0000.62040	250.00
APMWB	Check	2024-0823B	PD Website Support - Sept	001-421.0000.62370	135.00
		2024-0823A	PD Website Maintenance - Sept	001-421.0000.62370	125.00
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1699-0602	Substation Internet	001-421.0000.65030	312.00
		208-197-1085-0524	PD Ethernet	001-421.0000.65030	12.46
		208-197-1077-0524	PD Ethernet Access	001-421.0000.65030	435.00
		208-773-3518-0620	PD Phones	001-421.0000.65030	297.06
		208-710-0197-1010	Substation Space Rent	001-421.0000.65030	163.50
Dept 421 Total:					35,643.65
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB D09750	Check DeVries Info Management	CP-0164024	Monthly FuelUsage - August 2024	001-424.0000.64030	84.01
APMWB I115	Check Idaho Prosecuting Attys. Assoc	0184080	Shredding	001-424.0000.63060	55.00
APMWB	Check	INV0148714	IPAA Dues for 2024-2025	001-424.0000.62060	1,800.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
L070	LexisNexis Matthew Bender				
APMWB	Check	00142761	Criminal Rules 2024 Pocket Ed	001-424.0000.63010	299.53
Dept 424 Total:					2,238.54
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0169361	PD - Fuel	001-427.0000.64030	256.59
		CP-0160470		001-427.0000.64030	254.83
VEN10219	Lake City Pet Hospital				
APMWB	Check	40169	PD Vet Services	001-427.0000.62040	100.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfr	531419	Animal Shelter - Bathroom Tissue, Can Liner	001-427.0000.63060	211.02
Dept 427 Total:					822.44
Dept: 431 Streets					
A365	American On-Site Services				
APMWB	Check	I41245	Street Dept Monthly PortaJohn Cleaning	001-431.0000.68130	186.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	411338	Ear Plugs	001-431.0000.63110	54.00
VEN05261	CDA PAVING				
APMWB	Check	98287	Dumping - Asphalt/gravel mix	001-431.0000.68130	57.26
		98870	Dumping Asphalt/Gravel mixed	001-431.0000.68130	95.85
		98767	Dumping - Apshalt/gravel mix	001-431.0000.68130	98.33
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-431.0000.64030	7,144.93
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22431.00-2	PW Operations Center Planning	001-431.0000.62040	9,132.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	19271	Aluminum Blanks	001-431.0000.63260	150.00
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transfr	995519	Asphalt for patching Mullan Hill	001-431.0000.68130	98.60
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0176283-2	Seltice Way Rehab STREETS JUB Invoice J	001-431.0000.95040	12,672.50
VEN14930	National Safety Inc				
APMWB	Check	0734556-IN	Glove Stock order	001-431.0000.63110	105.60
		0735072-IN	Uniform Expense	001-431.4000.72000	32.40
		0734752-IN		001-431.4000.72000	59.00
V040	ODP Business Solutions				
APMWB	Check	382148666001	Office Supplies-Recreation	001-431.0000.63060	10.78
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	9642	2024 Paving - Potlatch, Horsehaven & midto	001-431.0000.68130	9,836.40
		9652	2024 Paving	001-431.0000.68130	10,895.50
		9650		001-431.0000.68130	17,598.00
		9642	2024 Paving - Potlatch, Horsehaven & midto	001-431.0000.68130	913.50
		9653	2024 Paving	001-431.0000.68130	31,845.80
		9654		001-431.0000.68130	8,773.80
P217	Porter W Yett Company, Inc.				
APMWB	Check	24592-1	2024 paving - Potlatch & City Hall	001-431.0000.68130	9,301.40
VEN14929	Rojo Ink				
APMWB	Check	080524JT1	Ross Uniform - additional transfers	001-431.4000.72000	127.68
		9224J5	Uniform Expense	001-431.4000.72000	113.98
R251	Serights Ace Hardware				
APMWB	Check	358865/1	Buckets	001-431.0000.68130	13.92
		358456/1	Propane	001-431.0000.68130	25.20
VEN02035	Staples, Inc				
APMWB	Check	6010633054	Office Supplies- Streets	001-431.0000.63060	22.12
VEN14310	US Fleet Tracking LLC				
APMWB	Check	478635	Monthly vehicle tracking	001-431.0000.66016	569.05
Dept 431 Total:					119,933.60
Dept: 432 Public Works Administration					

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-432.0000.64030	62.82
Dept: 432 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-433.0000.64030	85.03
P310	Platt Electric Supply				
APMWB	Check	7z55876	batteries	001-433.0000.63730	121.30
P217	Porter W Yett Company, Inc.				
APMWB	Check	24592-1	2024 paving - Potlatch & City Hall	001-433.0000.95015	7,125.20
S0760	Seltice Laundry				
APMWB	Check	8-339	Laundry service	001-433.0000.63160	24.40
		8-352		001-433.0000.63160	31.94
		8-338		001-433.0000.63160	30.40
		8-30		001-433.0000.63160	29.09
		8-238		001-433.0000.63160	34.74
		8-304		001-433.0000.63160	28.34
		8-300		001-433.0000.63160	39.09
		8-340		001-433.0000.63160	33.92
		8-237		001-433.0000.63160	28.66
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	531639	paper supplies CH and PD	001-433.0000.63140	273.27
		5319665	cleaning supplies	001-433.0000.63150	240.57
Dept: 433 Fleet Maintenance					
VEN14966	ARG Industrial				
APMWB	Check	H000823	Shop Rags	001-434.0000.67120	79.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4203838965	Fleet Laundry & Rug Service	001-434.0000.63160	77.42
		4203088566	Fleet laundry & rug service	001-434.0000.63160	67.37
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-434.0000.64030	270.58
VEN03826	FMI Equipment				
APMWB	Check	SPK-104912	Warranty work - P310	001-434.0000.67170	593.28
G098	Grainger				
APMWB	Check	9217352286	Key Cabinet for Fleet	001-434.0000.68010	500.03
VEN01931	Kimball Midwest				
APMWB	Check	102557843	Cleaner & Lubricants	001-434.0000.63011	330.65
				001-434.0000.63013	330.66
VEN14707	Metro Express Carwash				
APMWB	Check	INV0133	Monthly Car Washes - August 2024	001-434.0000.68014	220.00
N001	Napa Auto Parts				
APMWB	Check	3688-307765	Grease Cartridges	001-434.0000.63011	53.90
		3688-308773	Tethered Fuel Cap	001-434.0000.63012	26.00
		3688-307765	Grease Cartridges	001-434.0000.63012	107.80
		3688-308774	Mllwaukee Tools	001-434.0000.67090	149.00
VEN08121	PacWest Machinery LLC				
APMWB	Check	30423095	Repair of sweeper's hopper liner - S555	001-434.0000.67170	2,795.49
P1001	Pape Machinery				
APMWB	Check	15537788	Tack pump	001-434.0000.63011	1,419.77
R251	Serights Ace Hardware				
APMWB	Check	358485/1	Garden Sprayer	001-434.0000.67090	18.69
VEN14657	Trailerboss				
APMWB	Check	260013	P620 Utility landscape trailer (Replacment P001-434.0000.90010		5,499.00
Dept: 434 Fleet Maintenance					
VEN14707	Metro Express Carwash				
APMWB	Check	INV0133	Monthly Car Washes - August 2024	001-434.0000.68014	220.00
N001	Napa Auto Parts				
APMWB	Check	3688-307765	Grease Cartridges	001-434.0000.63011	53.90
		3688-308773	Tethered Fuel Cap	001-434.0000.63012	26.00
		3688-307765	Grease Cartridges	001-434.0000.63012	107.80
		3688-308774	Mllwaukee Tools	001-434.0000.67090	149.00
VEN08121	PacWest Machinery LLC				
APMWB	Check	30423095	Repair of sweeper's hopper liner - S555	001-434.0000.67170	2,795.49
P1001	Pape Machinery				
APMWB	Check	15537788	Tack pump	001-434.0000.63011	1,419.77
R251	Serights Ace Hardware				
APMWB	Check	358485/1	Garden Sprayer	001-434.0000.67090	18.69
VEN14657	Trailerboss				
APMWB	Check	260013	P620 Utility landscape trailer (Replacment P001-434.0000.90010		5,499.00
Dept: 435 GIS					
K01411	Kootenai County Auditor				
APMWB	Check	2024-00000002	Cost Share for 2024 Aerial Imagery	001-435.0000.66021	5,129.00

Dept 435 Total: 5,129.00

Packet: APPKT13626 - Check Run 9.10.24

Check Date: 9/12/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-441.0000.64030	677.42
R251	Serights Ace Hardware				
APMWB	Check	358750/1	Caulk Gun & Spray Grease	001-441.0000.67090	28.78
		358624/1	Tools for Mine Adit	001-441.0000.67090	40.46
		358647/1	Tools for PFCF Mine Adit Enclosure	001-441.0000.67090	41.32
Z026	Ziegler Lumber Co #017				
APMWB	Check	3791265	Tools for PFCF Mine Adit	001-441.0000.67090	35.09
Dept 441 Total:					823.07
Dept: 442 Cemetery					
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2270370	HITE	001-442.0000.63760	389.00
		RI 2271088	Everson	001-442.0000.63760	307.00
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-442.0000.64030	812.29
H1957	Horizon				
APMWB	Electronic Funds Transf	2S220086	irrigation	001-442.0000.68230	103.54
M0942	Metalcraft, Inc.				
APMWB	Check	269417	vase	001-442.0000.63760	123.31
R060	Ragan Equipment Co.				
APMWB	Check	01-149108	mower blades	001-442.0000.67020	251.13
		01-149216	JD Blades	001-442.0000.67020	198.99
VEN07745	Wilbert Funeral Services				
APMWB	Check	mm26927	Bert Highwood	001-442.0000.63760	192.00
		INV0148682	Posey Memorial	001-442.0000.63760	1,829.00
		mm28558	DEVANEY	001-442.0000.63760	119.00
Dept 442 Total:					4,325.26
Dept: 443 Parks					
VEN04881	ADVANCED BARK BLOWING				
APMWB	Check	17648	EWf for Woodbridge Playground	001-443.0000.68013	6,150.00
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003039386	Acetylene for Welder	001-443.0000.64030	9.08
A365	American On-Site Services				
APMWB	Check	I41239	Black Bay Portable Restroom	001-443.0000.65050	78.00
		I41311	Poleline Tennis Court Portable Restroom	001-443.0000.65050	105.00
		I41310	Hilde Kellogg Portable Restroom	001-443.0000.65050	105.00
		I41238	4th St. Trailhead Portable Restroom	001-443.0000.65050	105.00
		I41312	Upper Corbin Portable Restroom	001-443.0000.65050	105.00
		I41246	Skate Park Portable Restroom	001-443.0000.65050	105.00
		I41313	Woodbridge Portable Restrooms	001-443.0000.65050	183.00
		I41343	Q'emiln Portable Restrooms	001-443.0000.65050	210.00
		I41240	Corbin Portable Restrooms	001-443.0000.65050	183.00
		I41314	Warren Portable Restroom	001-443.0000.65050	105.00
		I41336	Community Garden Portable Restroom	001-443.0000.65050	105.00
		I41315	Landings Portable Restrooms	001-443.0000.65050	179.45
VEN12980	Anthem Sports, LLC				
APMWB	Check	81763	Soccer Goal Wheel Carts	001-443.0000.63080	2,000.05
A4900	Architectural Hardware, Inc.				
APMWB	Check	70045Z	Restroom Doors for Meadows, Beck & Wood	001-443.0000.68160	6,864.00
VEN10155	Bill's Heating Air Appliance Repair, LLC				
APMWB	Check	31555405B	A/C Repair at Kiwanis	001-443.0000.67050	66.00
VEN10516	C.A.D. of Spokane, Inc				
APMWB	Check	50508	Top Soil for Woodbridge	001-443.0000.68170	4,375.80
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-443.0000.64030	4,266.85
C410	Country Lock & Key, Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	14068	New Lock for Woodbridge Park	001-443.0000.67030	74.25
F084	Five Star Concrete, Inc.				
APMWB	Check	2	Woodbridge Concrete	001-443.0000.94180	42,426.05
H002	H & E Equipment Services Inc				
APMWB	Check	99609532	Excavator Rental for Construction	001-443.0000.67070	331.25
H003	H.D. Fowler Company				
APMWB	Check	16800063	PVC for Woodbridge Project	001-443.0000.94180	114.58
H1957	Horizon				
APMWB	Electronic Funds Transf	2S218450	Trimmer Line	001-443.0000.66190	142.54
		2S219362	Solenoid for Syringa	001-443.0000.68230	125.83
		2S219975	Irrigation for Woodbridge Project	001-443.0000.94180	383.49
		7F020135	Irrigation parts for Woodbridge	001-443.0000.94180	297.91
I110	Idaho Fence Co, Inc.				
APMWB	Check	49530	Fence Hardware	001-443.0000.63530	6.48
VEN01373	Intermountain Sign & Safety				
APMWB	Check	08.20.24	Delineator Posts for PFCF	001-443.0000.63260	100.00
		19313	Delineator Post For PFCF	001-443.0000.63260	1,245.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0175958	Community Garden Bid Set	001-443.0000.62040	16,773.72
N001	Napa Auto Parts				
APMWB	Check	3688-309123	Oil for Walker Mower	001-443.0000.66190	22.46
N210	Northland Nursery				
APMWB	Check	220000056811	Trees & shrubs for Woodbridge	001-443.0000.68190	1,170.40
		220000057259	Bark for Woodbridge Project	001-443.0000.94180	273.60
		220000057330	Bark for Woodbridge project	001-443.0000.94180	273.60
N249	Northwest Playground Equipment				
APMWB	Check	54119	EWf for Woodbridge Playground	001-443.0000.68013	5,680.00
V040	ODP Business Solutions				
APMWB	Check	382148666001	Office Supplies-Recreation	001-443.0000.63060	96.96
		382161716001	Office Supplies - Parks	001-443.0000.63060	7.54
P1001	Pape Machinery				
APMWB	Check	31345093	Trade in of P304, John Deere 35p mini-ex	001-443.0000.90010	28,500.00
VEN14579	Planet Turf				
APMWB	Check	3009094	Field Paint	001-443.0000.68240	696.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	106492	Shirts, Sweatshirts, Hats	001-443.4000.72000	1,097.85
S0760	Seltice Laundry				
APMWB	Check	8/327	Car Washes	001-443.0000.63150	12.38
		8/324		001-443.0000.63150	12.38
R251	Serights Ace Hardware				
APMWB	Check	358932/1	Material for South Parks	001-443.0000.67030	30.57
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	145642843-001	PVC for Woodbridge Project	001-443.0000.94180	91.89
VEN05934	Sunbelt Rentals				
APMWB	Check	159019737-0001	Auger rental for Woodbridge	001-443.0000.67070	80.00
U040	United Electrical				
APMWB	Check	22867	Landing Electrical	001-443.0000.67030	592.79
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	531979	Cleaning Supplies	001-443.0000.63150	825.54
Z026	Ziegler Lumber Co #017				
APMWB	Check	754951	Pasterboard for Woodbridge	001-443.0000.68160	550.00
Dept 443 Total:					127,335.29
Dept: 445 Recreation					
C175	Century Publishing Co, Inc.				
APMWB	Check	INV0148615	Fall Brochure Printing	001-445.0000.63210	4,670.17
V040	ODP Business Solutions				
APMWB	Check	382148666001	Office Supplies-Recreation	001-445.0000.63060	17.34
VEN02035	Staples, Inc				
APMWB	Check	6010633053	Office Supplies-Recreation	001-445.0000.63060	13.74

Dept 445 Total: 4,701.25

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Check Date: 9/12/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 450 Economic & Comm. Dev. Rev					
VEN14023	Can Dig It				
APMWB	Check	09.05.24	Refund plumbing permit PLM-24-886	001-450.1753.38506	51.00
Dept 450 Total:					51.00
Dept: 451 Planning & Zoning					
D070	Dell Marketing LP				
APMWB	Check	10770657775	2 laptops for Planning	001-451.0000.80010	1,876.40
Dept 451 Total:					1,876.40
Dept: 452 Building Inspector					
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-452.0000.64030	550.68
Dept 452 Total:					550.68
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	001-453.0000.64030	175.26
P4835	ProPrint				
APMWB	Check	66023	Business Cards - Dustin	001-453.0000.63060	31.00
R251	Serights Ace Hardware				
APMWB	Check	358379/1	Pick Axe	001-453.0000.63530	24.19
Dept 453 Total:					230.45
Dept: 454 Community Development Admin					
VEN13318	OpenGov, Inc				
APMWB	Electronic Funds Transf	INV12823	INV12823 OpenGov annual payment	001-454.0000.66016	47,750.00
VEN14084	The Metts Group				
APMWB	Check	1029	August Invoice EDA Grant Pleasant View M	001-454.0000.34216	10,000.00
Dept 454 Total:					57,750.00
Dept: 481 Capital Improvements/Contracts					
VEN14751	Tetiri, LLC				
APMWB	Check	48	Substation Semiannual HVAC Maintenance	001-481.0000.68395	188.41
Dept 481 Total:					188.41
Fund 001 Total:					391,967.29
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN14039	OneBridge				
APMWB	Check	INV-3193	08/2024 Admin Fees HSA	003-482.4155.71210	150.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00204207	09/2024 COBRA letters	003-482.0000.62160	56.00
Dept 482 Total:					206.00
Fund 003 Total:					206.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN02416	Eaton Corporation				
APMWB	Check	987512798	UPS switch changeover	008-426.0000.66170	1,812.00
M2005	Motorola Solutions				
APMWB	Electronic Funds Transf	1187126317	Flex administrative services	008-426.0000.67290	38,000.00
Dept 426 Total:					39,812.00
Fund 008 Total:					39,812.00
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 428 Kootenai Fire/EMS Impact Fees							
VEN14739	Kootenai County Emergency Medical Services System						
APMWB	Electronic Funds Transf			August 2024 Impact	Impact Fees for August 2024	034-428.0000.33117	-300.00
						034-428.0000.62040	4,280.05
VEN06795	Kootenai County Fire & Rescue						
APMWB	Electronic Funds Transf			August 2024 Impact	Impact Fees for August 2024	034-428.0000.33117	-600.00
						034-428.0000.62040	38,606.48
Dept 428 Total:							41,986.53
Fund 034 Total:							41,986.53
Fund: 038 - PARKS IMPACT FEES							
Dept: 443 Parks							
C3818	Cooper Fabrication, Inc.						
APMWB	Check			28345	Black Bay Progress Billing #1	038-443.0000.94070	16,500.00
VEN14609	Michael Terrell- Landscape Architecture, PLLC						
APMWB	Check			5992	The Quarry Phase 1 Design	038-443.0000.94230	30,092.30
Dept 443 Total:							46,592.30
Fund 038 Total:							46,592.30
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			140415	Wastewater testing	650-463.0000.68360	790.00
				140519	PHOSPHORUS	650-463.0000.68360	135.00
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			97099	Hose Nozzle & Gauge	650-463.0000.68025	112.64
VEN03129	Barr Tech LLC						
APMWB	Check			9886	Bio Soilds Aug 2024	650-463.0000.62150	51,749.88
VEN14648	Beveridge and Diamond PC						
APMWB	Check			240700444	IPDES Permit Renewal	650-463.0000.62010	20,396.50
				240800364	May 2024 IPDES Permit Renewal	650-463.0000.62010	7,740.50
C1161	CDA Garbage						
APMWB	Electronic Funds Transf			10-58416	Debris	650-463.0000.68025	35.10
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4203089032	WWTP Uniforms	650-463.4000.72000	177.22
C220	Coleman Oil Co						
APMWB	Check			CP-0164024	Monthly FuelUsage - August 2024	650-463.0000.65005	676.89
VEN14456	Hayden Area Regional Sewer Board						
APMWB	Check			4-2024	PCB Educational Publication	650-463.6530.64050	195.00
H1957	Horizon						
APMWB	Electronic Funds Transf			2S218501	DEODER OUTPUT MODULE	650-463.0000.68010	1,005.50
K0037	K & N, and Impel Company						
APMWB	Electronic Funds Transf			0141799	Landia repair	650-463.0000.68025	11,043.82
VEN14990	Mountain West Pumps and Valves						
APMWB	Check			240172	2" 1/2hp Dewatering Pump for Treatment	650-463.0000.66190	964.75
N001	Napa Auto Parts						
APMWB	Check			3688-308346	W116 Seat Covers & Terminal Protector	650-463.0000.67170	46.45
VEN04172	Northwest Scientific, Inc.						
APMWB	Electronic Funds Transf			5182695	Tubing Silicone Pump	650-463.0000.63400	423.12
V040	ODP Business Solutions						
APMWB	Check			382173412001	Office supplies - Water/WW	650-463.0000.63060	370.39
VEN14559	One Call Concepts, Inc						
APMWB	Check			4085025	Wter & WW Locates	650-463.0000.62320	343.98
P180	Perfection Tire						
APMWB	Check			1078097	T114 Synthetic Oil Change	650-463.0000.67170	95.79
				1078221	T116 Oil Change	650-463.0000.67170	55.15
VEN02035	Staples, Inc						
APMWB	Check			6010633054	Office Supplies- Streets	650-463.0000.63060	153.10
VEN11958	Ultra-Lawn, LLC						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transfr	105471	Inverness & Chisholm Mowing	650-463.0000.62180	153.00
		105418	WRF Lawn Care 2024	650-463.0000.62180	4,186.00
Dept 463 Total:					100,849.78
Dept: 466 Wastewater - Collections					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4203089032	WWTP Uniforms	650-466.4000.72000	177.23
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	650-466.0000.65005	2,486.17
C3090	Columbia Electric Supply				
APMWB	Check	1120-1018805	transducers	650-466.0000.63006	2,181.42
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0176282	July 2024 Generator Consulting Support	650-466.3104.68400	8,943.00
P180	Perfection Tire				
APMWB	Check	1078284	T120 Synthetic Oil Change	650-466.0000.67170	107.89
R251	Serights Ace Hardware				
APMWB	Check	358557/1	SNAP CAP RNDEYE 4-5/8BLK	650-466.0000.63330	6.29
VEN14987	SWS Equipment LLC				
APMWB	Check	1017449	Wastewater Camera Truck	650-466.0000.90010	249,589.67
VEN13836	Thermal-King Inc				
APMWB	Check	10003218	Service Call Greensferry LS	650-466.0000.68010	279.10
VEN14989	VEGA Americas, Inc				
APMWB	Check	617445	level transmitter	650-466.0000.63006	1,701.18
		617446	level radar at Stateline	650-466.3104.68400	2,376.00
W2066	Whitney Equipment Co. Inc.				
APMWB	Check	PS-INV109000	Service call on 6/4/24 to pick up pump	650-466.0000.68021	1,415.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	757644	Self Adhesive Window	650-466.0000.63006	42.98
Dept 466 Total:					269,305.93
Dept: 468 Wastewater - Surface Water					
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	650-468.0000.65005	509.30
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfr	41354170-005	June 2024 6th Ave Stormwater Project	650-468.3238.95520	856.25
		41354170-007	August 2024 6th Ave Stormwater Consulting	650-468.3238.95520	2,205.00
Dept 468 Total:					3,570.55
Fund 650 Total:					373,726.26
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
P050	Panhandle Area Council				
APMWB	Check	52-PFLM	Tertiary Upgrade PAC Invoice August 2024	651-463.3213.90015	2,152.00
VEN14291	Sletten Construction Company				
APMWB	Electronic Funds Transfr	Sletten Pay App #44	Tertiary Upgrade Sletten Pay App #44 June	651-463.3213.90015	56,868.92
Dept 463 Total:					59,020.92
Fund 651 Total:					59,020.92
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0176283-1	Seltice Way Rehab UTILITIES JUB Invoice	652-463.3229.95520	12,960.00
Dept 463 Total:					12,960.00
Fund 652 Total:					12,960.00
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
K100	Kootenai County Solid Waste				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	09-30289/10-64118	Big Can Refuse	700-461.0000.65050	15.60
		09-30289/10-63450	General Refuse	700-461.0000.65050	148.85
		09-30289/10-64284	Big Can Refuse	700-461.0000.65050	20.80
Dept 461 Total:					185.25
Fund 700 Total:					185.25

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC				
APMWB	Check	140643	Water Testing	750-462.0000.68360	150.00
VEN14124	Badger Meter, Inc.				
APMWB	Check	80169400	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	72.36
VEN05261	CDA PAVING				
APMWB	Check	98821	Crushed Rock	750-462.0000.63280	62.82
C220	Coleman Oil Co				
APMWB	Check	CP-0164024	Monthly FuelUsage - August 2024	750-462.0000.64030	2,103.99
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfr	S012036234.001	19"x30"12" Meter Box Extension & Cover	750-462.0000.63280	1,640.51
		S012061706.002	Meter Adapter	750-462.0000.63280	946.03
		S012020191	PVC Adapter	750-462.0000.63280	45.37
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transfr	1500189	1" Meter M55, USG	750-462.0000.68235	5,025.00
		1499801	M35 3/4" Short 7-1/2" Maters	750-462.0000.68235	11,550.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	176239	Well House #4 JUB Invoice July 2024	750-462.3227.95550	8,290.00
N0991	Norco Inc				
APMWB	Check	41473910	5 TPI 12"	750-462.0000.63280	135.92
		41474100	99% Alcohol	750-462.0000.63280	233.80
V040	ODP Business Solutions				
APMWB	Check	382173412001	Office supplies - Water/WW	750-462.0000.63060	129.74
VEN14559	One Call Concepts, Inc				
APMWB	Check	4085025	Wter & WW Locates	750-462.0000.62320	343.98
R251	Serights Ace Hardware				
APMWB	Check	358828/1	Grinder & Trimmer for W120	750-462.0000.63280	368.15
		358499/1	M18 TOPOFF POWER SUPPLY	750-462.0000.63280	94.05
T118	TPI Embroidery				
APMWB	Check	11502a	Water Uniforms	750-462.4000.72000	1,073.09
Dept 462 Total:					32,264.81
Fund 750 Total:					32,264.81

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	176540	Well House #11 JUB Invoice FINAL April-Aug	753-462.3224.95550	213.00
Dept 462 Total:					213.00
Fund 753 Total:					213.00
Report Total:					998,934.36



Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.62040	2,916.66
	001-412.0000.66014	3,779.00
	001-414.0000.62000	803.20
	001-414.0000.63070	2,000.00
	001-415.0000.62000	141.98
	001-421.0000.62040	3,236.00
	001-421.0000.62370	260.00
	001-421.0000.63060	140.00
	001-421.0000.63920	393.00
	001-421.0000.64020	13,454.00
	001-421.0000.64030	11,185.79
	001-421.0000.65021	498.55
	001-421.0000.65030	3,944.66
	001-421.0000.67020	260.64
	001-421.0000.67100	1,768.33
	001-421.0000.67170	160.52
	001-421.0000.68010	157.47
	001-421.1514.33207	15.00
	001-421.4000.72000	169.69
	001-424.0000.62060	1,800.00
	001-424.0000.63010	299.53
	001-424.0000.63060	55.00
	001-424.0000.64030	84.01
	001-427.0000.62040	100.00
	001-427.0000.63060	211.02
	001-427.0000.64030	511.42
	001-431.0000.62040	9,132.00
	001-431.0000.63060	32.90
	001-431.0000.63110	159.60
	001-431.0000.63260	150.00
	001-431.0000.64030	7,144.93
	001-431.0000.66016	569.05
	001-431.0000.68130	89,739.56
	001-431.0000.95040	12,672.50
	001-431.4000.72000	333.06
	001-432.0000.64030	62.82
	001-433.0000.63140	273.27
	001-433.0000.63150	240.57
	001-433.0000.63160	280.58
	001-433.0000.63730	121.30
	001-433.0000.64030	85.03
	001-433.0000.95015	7,125.20
	001-434.0000.63011	1,804.32
	001-434.0000.63012	133.80
	001-434.0000.63013	330.66
	001-434.0000.63160	144.79
	001-434.0000.64030	270.58
	001-434.0000.67090	167.69
	001-434.0000.67120	79.00
	001-434.0000.67170	3,388.77
	001-434.0000.68010	500.03
	001-434.0000.68014	220.00
	001-434.0000.90010	5,499.00
	001-435.0000.66021	5,129.00
	001-441.0000.64030	677.42
	001-441.0000.67090	145.65

001-442.0000.63760	2,959.31
001-442.0000.64030	812.29
001-442.0000.67020	450.12
001-442.0000.68230	103.54
001-443.0000.62040	16,773.72
001-443.0000.63060	104.50
001-443.0000.63080	2,000.05
001-443.0000.63150	850.30
001-443.0000.63260	1,345.00
001-443.0000.63530	6.48
001-443.0000.64030	4,275.93
001-443.0000.65050	1,568.45
001-443.0000.66190	165.00
001-443.0000.67030	697.61
001-443.0000.67050	66.00
001-443.0000.67070	411.25
001-443.0000.68013	11,830.00
001-443.0000.68160	7,414.00
001-443.0000.68170	4,375.80
001-443.0000.68190	1,170.40
001-443.0000.68230	125.83
001-443.0000.68240	696.00
001-443.0000.90010	28,500.00
001-443.0000.94180	43,861.12
001-443.4000.72000	1,097.85
001-445.0000.63060	31.08
001-445.0000.63210	4,670.17
001-450.1753.38506	51.00
001-451.0000.80010	1,876.40
001-452.0000.64030	550.68
001-453.0000.63060	31.00
001-453.0000.63530	24.19
001-453.0000.64030	175.26
001-454.0000.34216	10,000.00
001-454.0000.66016	47,750.00
001-481.0000.68395	188.41
Fund 001 Total:	391,967.29
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	56.00
003-482.4155.71210	150.00
Fund 003 Total:	206.00
008 - 911 SUPPORT	
008-426.0000.66170	1,812.00
008-426.0000.67290	38,000.00
Fund 008 Total:	39,812.00
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-900.00
034-428.0000.62040	42,886.53
Fund 034 Total:	41,986.53
038 - PARKS IMPACT FEES	
038-443.0000.94070	16,500.00
038-443.0000.94230	30,092.30
Fund 038 Total:	46,592.30
650 - RECLAIMED WATER OPERATING	
650-463.0000.62010	28,137.00
650-463.0000.62150	51,749.88
650-463.0000.62180	4,339.00
650-463.0000.62320	343.98
650-463.0000.63060	523.49
650-463.0000.63400	423.12
650-463.0000.65005	676.89
650-463.0000.66190	964.75
650-463.0000.67170	197.39
650-463.0000.68010	1,005.50
650-463.0000.68025	11,191.56
650-463.0000.68360	925.00

650-463.4000.72000	177.22
650-463.6530.64050	195.00
650-466.0000.63006	3,925.58
650-466.0000.63330	6.29
650-466.0000.65005	2,486.17
650-466.0000.67170	107.89
650-466.0000.68010	279.10
650-466.0000.68021	1,415.00
650-466.0000.90010	249,589.67
650-466.3104.68400	11,319.00
650-466.4000.72000	177.23
650-468.0000.65005	509.30
650-468.3238.95520	3,061.25
Fund 650 Total:	373,726.26
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	59,020.92
Fund 651 Total:	59,020.92
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3229.95520	12,960.00
Fund 652 Total:	12,960.00
700 - SANITATION	
700-461.0000.65050	185.25
Fund 700 Total:	185.25
750 - WATER OPERATING	
750-462.0000.62320	343.98
750-462.0000.63060	129.74
750-462.0000.63280	3,526.65
750-462.0000.64030	2,103.99
750-462.0000.66012	72.36
750-462.0000.68235	16,575.00
750-462.0000.68360	150.00
750-462.3227.95550	8,290.00
750-462.4000.72000	1,073.09
Fund 750 Total:	32,264.81
753 - WATER CAPITAL	
753-462.3224.95550	213.00
Fund 753 Total:	213.00
Report Total:	998,934.36

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY F

8/29/2024	\$83.39	97761 AT&T Long Distance
8/29/2024	\$650.00	97762 East Green Acres Irrigation Water Shut Offs
8/29/2024	\$3,204.00	97763 Kootenai County Solid Waste
8/29/2024	\$32.50	97764 Kootenai Electric
8/29/2024	\$759.23	97765 Ricoh USA Inc.
8/29/2024	\$450.00	97766 Ross Point Water
8/29/2024	\$154.98	97767 Spectrum
8/29/2024	\$49.99	97768 TDS
8/29/2024	\$554.75	97769 Verizon Wireless
8/29/2024	\$122.00	97770 Ziplly Fiber
8/29/2024	\$1,326.88	97771 Ziplly Fiber
8/29/2024	\$122.00	97772 Ziplly Fiber
8/29/2024	\$89.87	97773 Ziplly Fiber
8/29/2024	\$71.67	97774 Ziplly Fiber
8/29/2024	\$129.81	97775 Ziplly Fiber
8/29/2024	\$244.00	97776 Ziplly Fiber
8/29/2024	\$122.00	97777 Ziplly Fiber
8/29/2024	\$122.00	97778 Ziplly Fiber
8/29/2024	\$122.00	97779 Ziplly Fiber
8/29/2024	\$122.00	97780 Ziplly Fiber
8/29/2024	\$675.00	97781 Ziplly Fiber
	\$9,208.07	

OR CHECK RUN 09.17.24

Pay Before Due Date	001-431.0000.65030
Pay Before Due Date	750-462.3317.33610
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65021
Pay Before Due Date	Various
Pay Before Due Date	750-462.3317.33610
Pay Before Due Date	001-442.0000.65030
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	008-426.0000.65031
Pay Before Due Date	008-426.0000.65031
Pay Before Due Date	008-426.0000.65031
Pay Before Due Date	001-445.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	008-426.0000.65031
Pay Before Due Date	008-426.0000.65031
Pay Before Due Date	008-426.0000.65031
Pay Before Due Date	008-426.0000.65031
Pay Before Due Date	008-426.0000.65031
Pay Before Due Date	008-426.0000.65031

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Victoria Howell, Purchasing/CSR
SUBJECT: July Cash and Investments

ITEM AND RECOMMENDED ACTION:

Monthly Cash and Investments

DISCUSSION:

None

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

196524960.57

BUDGET CODE:

Various

ATTACHMENTS:

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

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 156,830.00	\$ 130,074.09	82.9%
	Personnel	126,235.68	92,826.60	73.5%
		<u>283,065.68</u>	<u>222,900.69</u>	78.7%
412 - INFORMATION SYSTEMS	Operating	78,225.00	77,555.75	99.1%
	Capital	-	-	0.0%
	Personnel	<u>408,212.48</u>	<u>305,296.47</u>	74.8%
		486,437.48	382,852.22	78.7%
413 - GENERAL SERVICES	Operating	25,750.00	14,491.14	56.3%
	Personnel	<u>545,410.82</u>	<u>422,411.49</u>	77.4%
		571,160.82	436,902.63	76.5%
414 - FINANCE	Operating	558,310.00	505,605.47	90.6%
	Personnel	<u>651,585.17</u>	<u>526,869.60</u>	80.9%
		1,209,895.17	1,032,475.07	85.3%
415 - CITY CLERK	Operating	50,353.00	28,613.27	56.8%
	Capital	-	-	0.0%
	Personnel	<u>86,293.92</u>	<u>70,622.41</u>	81.8%
		136,646.92	99,235.68	72.6%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	39,675.21	551.0%
	Capital	-	-	0.0%
	Personnel	<u>152,168.84</u>	<u>121,524.04</u>	79.9%
		159,368.84	161,199.25	101.1%
418 - HUMAN RESOURCES	Operating	6,450.00	13,007.45	201.7%
	Personnel	<u>229,055.84</u>	<u>189,451.09</u>	82.7%
		235,505.84	202,458.54	86.0%
421 - POLICE	Operating	1,088,447.43	1,312,264.62	120.6%
	Capital	268,000.00	115,231.88	43.0%
	Personnel	<u>8,827,638.38</u>	<u>6,209,762.17</u>	70.3%
		10,184,085.81	7,637,258.67	75.0%
423 - OASIS	Operating	4,000.00	33,624.68	840.6%
	Capital	-	18,109.00	0.0%
	Personnel	<u>120,791.50</u>	<u>113,585.37</u>	94.0%
		124,791.50	165,319.05	132.5%
424 - LEGAL (PROSECUTING)	Operating	81,550.00	119,771.65	146.9%
	Capital	-	-	0.0%
	Personnel	<u>966,606.62</u>	<u>683,469.54</u>	70.7%
		1,048,156.62	803,241.19	76.6%
427 - ANIMAL CONTROL	Operating	16,250.00	7,336.74	45.1%
	Personnel	<u>196,579.03</u>	<u>155,539.40</u>	79.1%
		212,829.03	162,876.14	76.5%
431 - STREETS	Operating	2,086,266.00	918,684.96	44.0%
	Capital	6,545,637.00	1,573,856.49	0.0%
	Personnel	<u>1,576,792.45</u>	<u>1,110,956.27</u>	70.5%
		10,208,695.45	3,603,497.72	35.3%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	19,280.00	8,599.44	44.6%
	Personnel	200.00	-	0.0%
		<u>19,480.00</u>	<u>8,599.44</u>	44.1%
433 - FACILITY MAINTENANCE	Operating	42,080.00	32,086.03	76.3%
	Capital	64,260.47	38,926.14	60.6%
	Personnel	337,784.38	242,000.06	71.6%
		<u>444,124.85</u>	<u>313,012.23</u>	70.5%
434 - FLEET MAINTENANCE	Operating	251,497.00	187,743.94	74.7%
	Capital	3,070,307.01	1,969,136.41	64.1%
	Personnel	484,534.45	326,064.01	67.3%
		<u>3,806,338.46</u>	<u>2,482,944.36</u>	65.2%
435 - -GIS	Operating	60,230.00	48,918.34	81.2%
	Personnel	193,780.63	154,653.38	79.8%
		<u>254,010.63</u>	<u>203,571.72</u>	80.1%
441 - URBAN FORESTRY	Operating	52,750.00	84,511.96	160.2%
	Capital	212,224.06	107,825.40	0.0%
	Personnel	275,303.32	216,743.79	78.7%
		<u>540,277.38</u>	<u>409,081.15</u>	75.7%
442 - CEMETERY	Operating	111,145.00	271,738.34	244.5%
	Capital	30,000.00	28,358.36	0.0%
	Personnel	241,654.51	191,670.68	79.3%
		<u>382,799.51</u>	<u>491,767.38</u>	128.5%
443 - PARKS	Operating	924,624.00	633,765.24	68.5%
	Capital	1,622,062.39	608,145.85	37.5%
	Personnel	1,434,320.84	1,093,851.01	76.3%
		<u>3,981,007.23</u>	<u>2,335,762.10</u>	58.7%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	466,649.22	105,336.21	22.6%
		<u>466,649.22</u>	<u>105,336.21</u>	22.6%
445 - RECREATION	Operating	219,814.00	196,957.88	89.6%
	Capital	-	5,534.60	0.0%
	Personnel	966,002.14	639,471.46	66.2%
		<u>1,185,816.14</u>	<u>841,963.94</u>	71.0%
451 - PLANNING & ZONING	Operating	337,419.00	14,960.93	4.4%
	Capital	50,000.00	26,657.00	100.0%
	Personnel	376,748.90	252,929.84	67.1%
		<u>764,167.90</u>	<u>294,547.77</u>	38.5%
452 - BUILDING INSPECTOR	Operating	30,600.00	37,427.63	122.3%
	Personnel	773,410.60	619,908.04	80.2%
	Capital	-	-	
		<u>804,010.60</u>	<u>657,335.67</u>	81.8%
453 - ENGINEERING	Operating	45,100.00	14,745.00	32.7%
	Capital	30,000.00	23,157.00	100.0%
	Personnel	803,098.02	596,199.54	74.2%
		<u>878,198.02</u>	<u>634,101.54</u>	72.2%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	85,070.00	31,980.12	37.6%
	Capital	-	-	0.0%
	Personnel	225,457.51	180,052.68	79.9%
		<u>310,527.51</u>	<u>212,032.80</u>	68.3%
465 - STREET LIGHTS	Operating	650,000.00	614,634.86	94.6%
		<u>650,000.00</u>	<u>614,634.86</u>	94.6%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,331,114.00	800,975.44	60.2%
	Capital	-	79,680.17	0.0%
		<u>1,331,114.00</u>	<u>880,655.61</u>	66.2%
482 - PERSONNEL POOL	Operating	4,557,500.00	3,797,916.70	83.3%
	Personnel	(263,698.14)	37,472.87	-14.2%
		<u>4,293,801.86</u>	<u>3,835,389.57</u>	89.3%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
TOTAL GENERAL FUND		<u>44,972,962.47</u>	<u>29,230,953.20</u>	65.0%
002 - INSURANCE FUND	Operating	337,326.00	332,627.13	98.6%
		<u>337,326.00</u>	<u>332,627.13</u>	98.6%
003 - PERSONNEL FUND	Operating	51,800.00	25,858.87	49.9%
	Capital	-	-	0.0%
	Personnel	4,660,700.00	3,742,542.57	80.3%
		<u>4,712,500.00</u>	<u>3,768,401.44</u>	80.0%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	
007 - DRUG SEIZURE FUND	Operating	168,000.00	42,883.41	25.5%
	Capital	-	-	
		<u>168,000.00</u>	<u>42,883.41</u>	25.5%
008 - 911 FUND	Operating	2,873,482.54	202,319.92	7.0%
	Capital	-	476,597.83	0.0%
	Personnel	83,266.04	71,773.59	86.2%
		<u>2,956,748.58</u>	<u>750,691.34</u>	25.4%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,900,000.00	-	0.0%
	Capital	-	123,600.27	0.0%
		<u>7,900,000.00</u>	<u>123,600.27</u>	0.0%
017 - ANNEXATION FUND	Operating	4,640,000.00	533,339.04	11.5%
	Capital	-	-	
		<u>4,640,000.00</u>	<u>533,339.04</u>	11.5%
023 - SPECIAL EVENTS FUND	Operating	52,820.00	24,873.59	47.1%
		<u>52,820.00</u>	<u>24,873.59</u>	47.1%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	(6,486.30)	-3.2%
	Capital	-	-	
		<u>202,500.00</u>	<u>(6,486.30)</u>	-3.2%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	666,896.42	33.3%
		<u>2,000,000.00</u>	<u>666,896.42</u>	33.3%

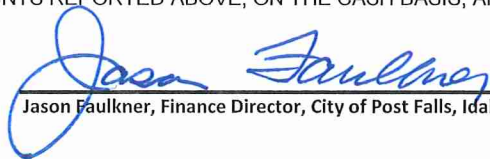
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	38,985.30	1.7%
	Capital	-	-	0.0%
		<u>2,355,000.00</u>	<u>38,985.30</u>	1.7%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,980,000.00	1,270,381.41	0.0%
	Capital	<u>643,647.90</u>	<u>246,927.20</u>	
		3,623,647.90	1,517,308.61	0.0%
038 - PARK IMPACT FEE FUND	Operating	960,000.00	6,611.86	0.0%
	Capital	<u>2,800,000.00</u>	<u>882,173.21</u>	31.5%
		3,760,000.00	888,785.07	23.6%
039 - STREET CAPITAL PROJECTS	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
410 - LID 2004	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
450 - LID GUARANTEE FUND	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	15,298,842.41	9,659,210.63	63.1%
	Capital	5,345,000.00	872,131.97	16.3%
	Personnel	<u>2,312,097.10</u>	<u>1,765,134.82</u>	76.3%
		22,955,939.51	12,296,477.42	53.6%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	2,474,925.00	344,009.21	13.9%
	Capital	<u>5,601,350.00</u>	<u>8,394,578.01</u>	149.9%
		8,076,275.00	8,738,587.22	108.2%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	29,135,000.00	3,201,506.48	11.0%
	Operating	8,595,000.00	(7,162,500.00)	
		37,730,000.00	(3,960,993.52)	-10.5%
700 - SANITATION FUND	Operating	<u>3,688,815.00</u>	<u>3,398,802.49</u>	92.1%
		3,688,815.00	3,398,802.49	92.1%
750 - WATER OPERATING FUND	Operating	1,783,309.45	1,163,878.80	65.3%
	Capital	3,044,500.00	370,673.36	
	Personnel	<u>952,804.40</u>	<u>702,710.26</u>	73.8%
		5,780,613.85	2,237,262.42	38.7%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	<u>4,037,153.75</u>	<u>775,238.98</u>	19.2%
		4,037,153.75	775,238.98	19.2%
GRAND TOTAL		<u>\$ 159,950,302.06</u>	<u>\$ 61,398,233.53</u>	38.4%

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


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

City of Post Falls
Cash and Investments
7/31/2024

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	51,879,184.58
LGIP Acct 1441	285,885.68
<u>First Financial Equity Corporation</u>	
General Accts Investments	23,157,610.71
Contingency Accts	9,828,917.77
Replacement & Reserve Accts	56,919,264.02
<u>Moreton Capital Investments</u>	
Moreton Securities	20,397,898.40
<u>Mountain West bank</u>	
Repurchase Sweep Account	33,979,596.23
Checking Account	75,003.18
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	75.00
Park	400.00
Planning and Zoning	150.00
Total	<u>\$ 196,524,960.57</u>

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



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

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
7/31/2024

FUND	BALANCE 06/30/2024	RECEIPTS	DISBURSEMENTS	BALANCE 07/31/2024
001 - GENERAL FUND	\$ 33,220,128.20	\$ 11,095,830.86	\$ 2,954,697.63	\$ 41,361,261.43
002 - COMPREHENSIVE LIABILITY	620,627.54	\$ 12,975.60	\$ -	633,603.14
003 - PERSONNEL BENEFIT POOL	(454,644.06)	\$ 399,049.12	\$ 393,735.58	(449,330.52)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	187,573.43	\$ 24,098.46	\$ 3,721.71	207,950.18
008 - 911 SUPPORT	2,730,053.06	\$ 702,684.45	\$ 22,540.16	3,410,197.35
011 - FACILITY BUILDING RESERVE	12,142,389.68	\$ 53,291.53	\$ 21,761.54	12,173,919.67
017 - ANNEXATION FEES	1,811,365.06	\$ 31,440.74	\$ 53,333.33	1,789,472.47
023 - SPECIAL EVENTS	403,245.21	\$ 6,025.56	\$ 14,338.42	394,932.35
029 - CEMETERY CAPITAL IMPROVEMENT	499,313.30	\$ 6,029.05	\$ -	505,342.35
034 - KOOTENAI FIRE/EMS IMPACT FEES	96,261.58	\$ 82,132.20	\$ 90,761.86	87,631.92
035 - PUBLIC SAFETY IMPACT FEES	2,809,906.05	\$ 69,986.66	\$ 11,542.23	2,868,350.48
037 - STREETS IMPACT FEES	7,228,539.86	\$ 323,714.92	\$ 88,832.05	7,463,422.73
038 - PARKS IMPACT FEES	5,975,606.72	\$ 198,779.53	\$ 188,523.17	5,985,863.08
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(73,920.53)	\$ 1,219.35	\$ -	(72,701.18)
450 - LID GUARANTEE	18,320.18	\$ 45.58	\$ -	18,365.76
650 - RECLAIMED WATER OPERATING	57,502,742.62	\$ 2,303,635.45	\$ 1,668,971.59	58,137,406.48
651 - RECLAIMED WATER CAPITAL - WWTP	3,074,590.58	\$ 761,320.05	\$ 125,212.79	3,710,697.84
652 - RECLAIMED WATER CAPITAL - COLLECTOR	27,026,358.74	\$ 973,370.45	\$ 57,536.81	27,942,192.38
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,405,136.29	\$ 427,406.46	\$ 398,175.47	1,434,367.28
750 - WATER OPERATING	23,712,325.89	\$ 571,987.14	\$ 271,306.21	24,013,006.82
753 - WATER CAPITAL	5,143,227.94	\$ 20,533.39	\$ 223,772.89	4,939,988.44
GRAND TOTAL:	\$ 185,048,167.46	\$ 18,065,556.55	\$ 6,588,763.44	\$ 196,524,960.57

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



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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Montrose 17th Addition Plat Application

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Montrose 17th Addition Subdivision.

***Mylars to Clerk prior to meeting.

DISCUSSION:

Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor's signature on the plat, to allow the Developer to record the subdivision and create the new lots.

Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

The subdivision of Montrose 17th Addition is a phase to the approved Montrose Planned Unit Development (PUD). Roadway and utility layout along with lot sizing and configurations are in conformance with the approved Master Plan for the Montrose PUD. Utility and roadway improvements for the subdivision have been constructed and are substantially complete. The contractor is working on the remaining punch list items. The City is awaiting final project certifications and as-built drawings from the Developers Engineer of Record. The Developer has provided surety for the remaining improvements, in compliance with City Code and as agreed to within the Construction Improvement Agreement (CIA). When final project certification is received, the City will be able to issue certificates of occupancy for structures. Public improvements will be warranted for a 1-year period from the date of project certification.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

06/18/2024 - Construction Improvement Agreement (CIA) Montrose 17th Addition.

APPROVED OR DIRECTION GIVEN:

The Construction Improvement Agreement was approved, allowing the Developer to proceed with construction of the improvements associated with Montrose 17th Addition.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Assumption of typical maintenance responsibilities associated with the ownership and operation of the public roadways and sewer system.

BUDGET CODE:

N/A

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Eucon 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 (CIA) for the subject minor commercial subdivision.

DISCUSSION:

This Agreement reflects the construction phase of the Eucon Minor Commercial Subdivision (MSUB-23-4), a 2-lot subdivision project, located at the northeast corner of the Seltice Way / Pleasant View intersection. The Developer will be making the necessary roadway and utility improvements along the frontages of Seltice Way and Pleasant View Road to accommodate the project. The CIA sets forth the typical expectations and responsibilities of the Developer and the City of Post Falls. A final plat application will be forwarded to City Council for approval with completion of or bonding for the improvements identified in this agreement.

***Draft attached. Original with Developer 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:

Upon completion and acceptance of improvements, the City will assume additional maintenance costs typically associated with the expansion and operation of publicly owned facilities.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Draft CIA

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 **Eucon Corporation** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____, 20____, respecting the development of **Eucon Subdivision**, 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, **Angela Cromer**, 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

Angela Cromer, Secretary/Treasurer
Eucon Corporation
4201 Snake River Ave.
Lewiston, ID 83501

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

Eucon Subdivision

Developer to submit legal property description and reduced copy of plat.

ATTACHMENT "A"

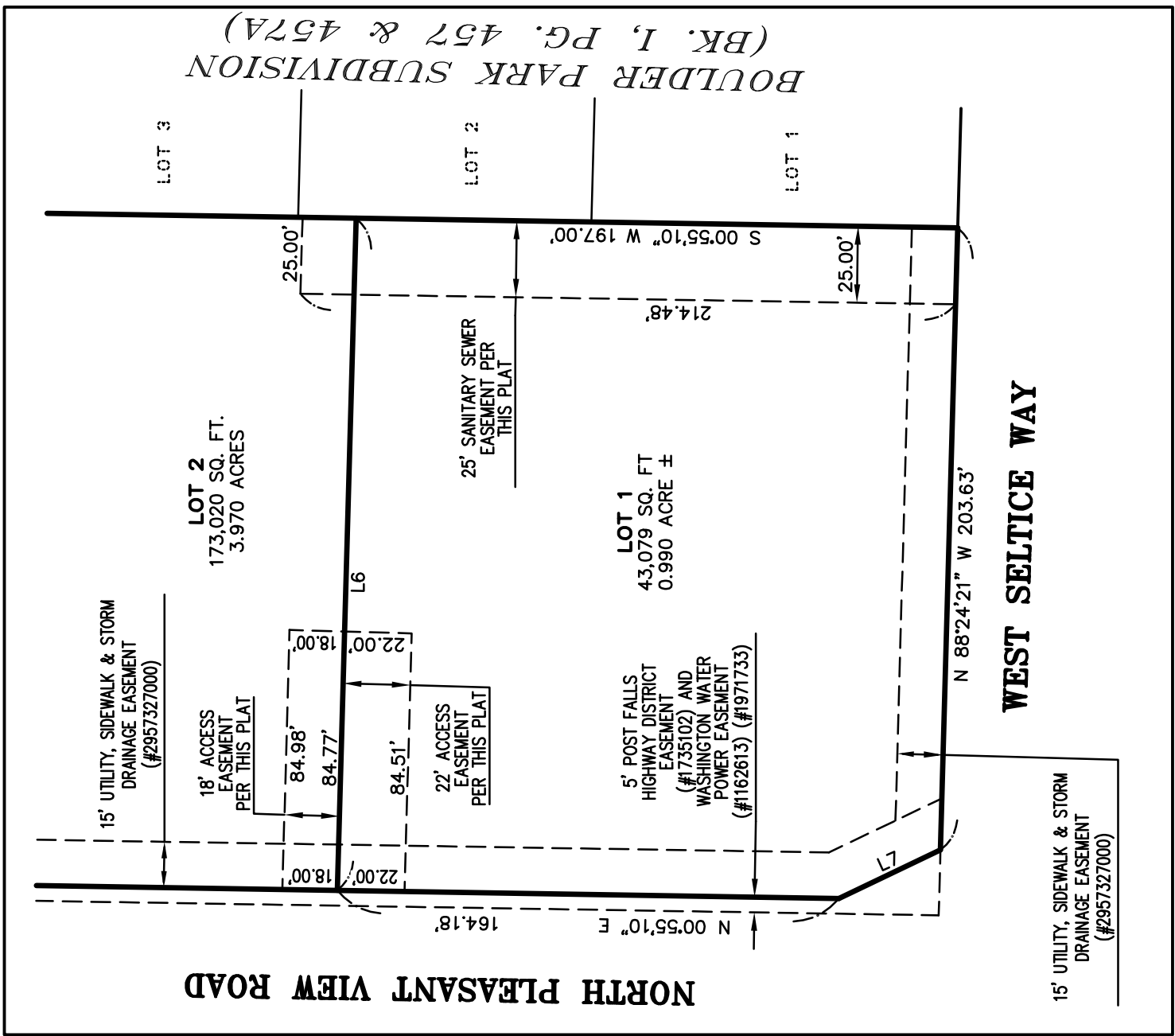
A PORTION OF TRACTS 21 AND 22, GREENACRES PLAT NO. 10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER IN BOOK OF PLATS, PAGE 100, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID SECTION 32 SOUTH 88°21'40" EAST 80.71 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 01°38'20" EAST 57.95 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WEST SELTICE WAY AND EAST RIGHT-OF-WAY LINE OF NORTH PLEASANT VIEW DRIVE AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE 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 THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND SAID EAST RIGHT-OF-WAY LINE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 61°23'48" EAST 252.88 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 LINE OF WEST SELTICE WAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°24'21" WEST 203.63 FEET TO THE POINT OF BEGINNING.

CONTAINS 212,573 SQ. FT, OR 4.880 ACRES MORE OR LESS.

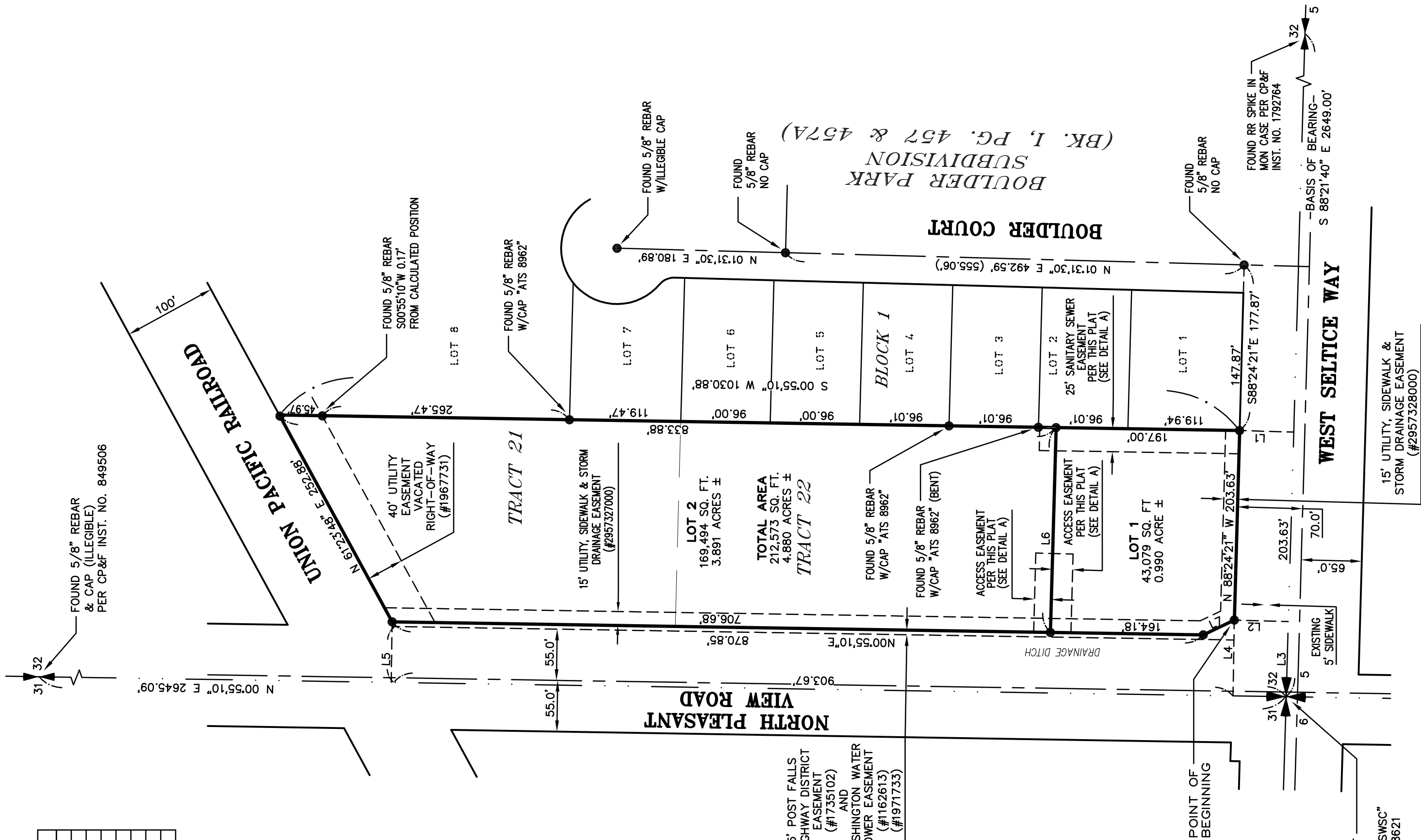
PLAT OF

OF THE S.W. 1/4, OF SECTION 32, TOWNSHIP 51 N
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

LINE TABLE

DETAIL A

SCALE: 1"=50'



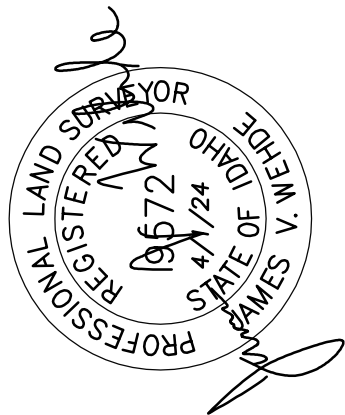
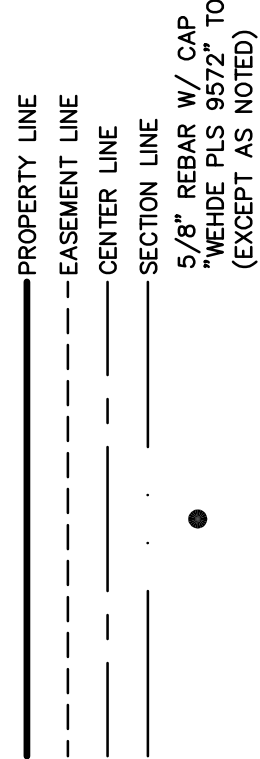
POINT OF COMMENCEMENT —
FOUND BRASS CAP MON
IN MON CASE STAMPED "SWSC"
PER CP&F INST. NO. 1708621

(#2957328000)

BASIS OF BEARING:

CONSIDERED AS BEING SOUTH 88°21'40" EAST ALONG THE SOUTH
LINE OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.,
AS SHOWN ON THE BOULDER PARK SUBDIVISION, RECORDED IN
BOOK 1, PAGE 457 & 457A, PLAT RECORDS OF KOOTENAI
COUNTY, IDAHO.

LEGEND:



SHEET NO.

2 OF 2

SCALE:

$$1'' = 100'$$

CHECKED BY: JWJ

DATE: 4-1-24

1000000

DRAWN BY: SM

DATE: 4-1-24

PROJECT NAME:

22-0391

• • • • •

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

Eucon Corporation

FOR

Eucon Subdivision

☐	Street surfacing or infill paving
☐	Monumentation
☐	Electric
☐	Curbs and gutters
☐	Street lighting
☐	Gas
☐	Sidewalks
☐	Telephone
☐	Drainage
☐	Street Signs (Replacement)
☐	Cable TV
☐	Water
☐	Landscaping (Swales)
☐	Sanitary Sewer
☒	Improvements shown on approved construction plans referenced in Appendix I
☐	Other – as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Eucon Subdivision

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:
\$ 433,834.77
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 3,600.00**
5. Total cost of improvements: **\$ 437,434.77**
6. Warranty amount: **\$ 43,743.48**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Eucon Subdivision

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"



Date 8/27/2024
Cost Model Budgetary Estimate
Project O'Reilly Auto Parts - Post Falls, ID - Total CIA Subdivision ROW Improvements

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Land Survey and Staking	8	Trips	\$ 1,562.50	\$ 12,500.00
2	Traffic Control	12	Wks	\$ 2,378.00	\$ 28,536.00
3	Selective Demolition	1	LS	\$ 17,500.00	\$ 17,500.00
4	Strip/Prep/Grade/Spread Top	1	LS	\$ 34,330.00	\$ 34,330.00
5	Cut and Export	239	CY	\$ 33.60	\$ 8,030.40
6	Compacted "In Place" Fill	1447	CY	\$ 47.50	\$ 68,732.50
7	Water Main	255	LF	\$ 106.00	\$ 27,030.00
8	6" Fire Hydrant	1	EA	\$ 10,520.00	\$ 10,520.00
9	Sewer Main	197	LF	\$ 92.50	\$ 18,222.50
10	48" Sewer Manhole	1	EA	\$ 6,760.00	\$ 6,760.00
11	600 Gallon Drywell	1	EA	\$ 5,400.00	\$ 5,400.00
12	Asphalt Street Patch	896	SF	\$ 4.16	\$ 3,727.36
13	Asphalt Trail	6294	SF	\$ 4.16	\$ 26,183.04
14	Concrete Pavement	4636	SF	\$ 6.75	\$ 31,293.00
15	Concrete Sidewalk	2093	SF	\$ 5.75	\$ 12,034.75
16	Curb and Gutter	560	LF	\$ 72.00	\$ 40,320.00
17	Truncated Domes	6	EA	\$ 512.66	\$ 3,075.96
18	U Gutter	53	LF	\$ 41.69	\$ 2,209.57
19	Driveway Cross Pan	106	LF	\$ 105.40	\$ 11,172.40
20	Irrigated Landscaping	9662	SF	\$ 2.55	\$ 24,638.10
21	Landscape Prep and Seed	16216	SF	\$ 1.06	\$ 17,188.96
22	Tree Allowance	6	EA	\$ 600.00	\$ 3,600.00
23	Traffic Signs	4	EA	\$ 900.00	\$ 3,600.00
	Subtotal CIA Subdivision Costing				\$ 416,604.54
	Mavcon 5% O&P				\$ 20,830.23
	Grand Total CIA Subdivision Costing				\$ 437,434.77

End of Document

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Eucon Subdivision

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

Eucon Corporation

FOR

Eucon Subdivision

CONSTRUCTION DRAWINGS

Plans Titled: **Subdivision Improvement Plans – City of Post Falls, Idaho
W. Seltice Way and N. Pleasant View Road**

Dated: **9/9/24**

By: **Tait & Associates – Timothy Urhik**

Sheets 1 through 9.

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

Eucon Corporation

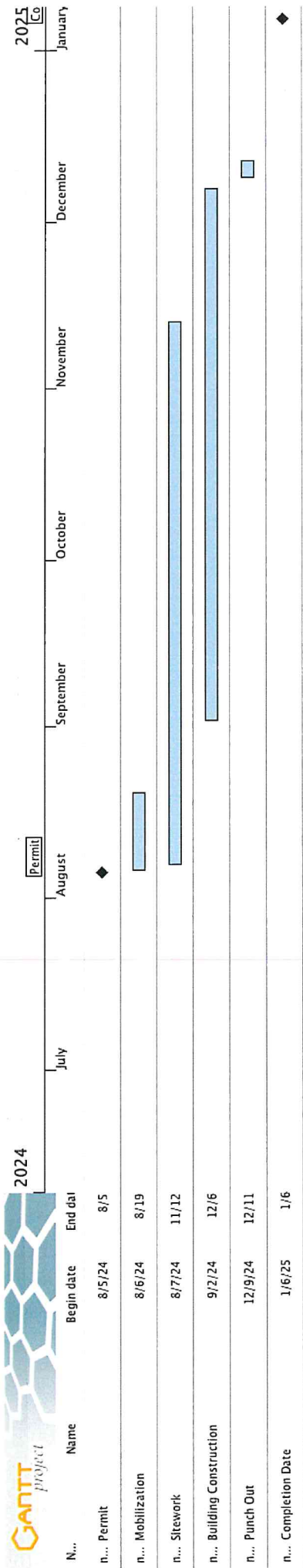
FOR

Eucon Subdivision

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

POST FALLS, ID – O'REILLY AUTO PARTS



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

Eucon Corporation

FOR

Eucon Subdivision

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection		Fees	Unit	Base Rate	Quantity	Cost
Utility ROW		\$ 100.00	LS	\$ -		\$ -
Commercial ROW		\$ 350.00	LS	\$ -	1	\$ 350.00
Residential ROW		\$ 150.00	LS	\$ -		\$ -
Utility Trench	1-200'	\$ 250.00	LS	\$ -		\$ -
	201-400'	\$ 350.00	LS	\$ -		\$ -
	401-600'	\$ 400.00	LS	\$ -	1	\$ 400.00
	601-800'	\$ 450.00	LS	\$ -		\$ -
	Over 800	\$ 0.85	per ft	\$ -		\$ -
C&G		\$ 0.60	per ft	\$ 150.00	560	\$ 486.00
Sidewalk & Approaches		\$ 0.60	per ft	\$ 150.00	350	\$ 360.00
Swales		\$ 0.20	per ft^2	\$ 150.00	9000	\$ 1,950.00
Drywells		\$ 60.00	Each	\$ -	1	\$ 60.00
Pavement		\$ 0.50	per yd ^2	\$ 150.00		\$ -
Water Pressure Test		\$ 120.00	per Test	\$ -	1	\$ 120.00
Sewer Pressure Test		\$ 120.00	per Test	\$ -	1	\$ 120.00
Street Tree Inspection		\$ 40.00	per Tree	\$ -	6	\$ 240.00
Total						\$ 4,086.00

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

Eucon Corporation

FOR

STREET LIGHT CHARGES

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

Street light utility provider: _____ **N/A**

Street light type: _____

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

Street light type: _____

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

TOTAL = \$_____

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

Eucon Corporation

FOR

Eucon Subdivision

 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 \$7,843.00 = \$_____

_____ (# of Commercial service units) x \$7,843.00 = \$_____

_____ (# of structures connecting) x (Utility Deposit = \$60.00) = \$_____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,843.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Eucon Corporation

FOR

Eucon Subdivision

 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"	= \$3,397.00 Residential	=	\$ _____
_____ x	1"	= \$5,662.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$11,323.00	=	\$ _____
_____ x	2"	= \$18,116.00	=	\$ _____

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

Eucon Corporation

FOR

Eucon Subdivision

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Timothy Uhrik
ENGINEERING FIRM: Tait & Associates, Inc.
ADDRESS: 320 N. Lincoln Ave.
CITY: Loveland **STATE:** CO **ZIP:** 80537
PHONE NO.: 970-612-5444
E-MAIL ADDRESS: tuhrik@tait.com

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

Eucon Corporation

FOR

Eucon Subdivision

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

Eucon Corporation

FOR

Eucon Subdivision

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

Eucon Corporation

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator, Field Herrington, City Attorney

SUBJECT: Pay Grades and Standardization of Department Head Employment Contracts

ITEM AND RECOMMENDED ACTION:

The purpose of this agenda item is to seek Council approval of standardized employment contracts with each department head by placing them within one of three established pay grades, each with a defined salary cap. This approach brings these contracts in line with the pay structures already applied to all other city employees. The recommendation also includes standardizing terms and other contract provisions to provide fairness and uniformity across all department head positions. Approval of this agenda item will authorize the new pay grades for department heads and authorizes the Mayor to execute each employment contract on behalf of the city. A separate presentation is not scheduled for this item.

DISCUSSION:

The proposed changes aim to address several issues with the current department head contracts.

Presently, department heads receive merit-based and cost-of-living adjustments (COLA) as approved by the Council, similar to other employees who do not have employment contracts with the city. However, unlike other employees, the current contracts between the department heads and the city do not include an upper cap on salaries. While there are reasons to treat contractual employees differently in certain circumstances, the department heads, as a group, believe that in this instance, department heads should be treated like other employees and are requesting that the city approve their proposed contract amendments to voluntarily cap department head salaries.

The department heads propose grouping salaries into one of three grades (20, 21, and 22) based on salaries for comparable positions at other entities in the region. These grades will be reevaluated as part of a larger salary survey and compensation review intended for fiscal year 2025. Adopting the amended contracts will help to ensure that salaries for the department head positions will not grow out of proportion to the market, or to other employees, and will further the goal of fiscal responsibility.

In addition to instituting a cap on salaries, the amended agreements will standardize the agreement form based on an updated template that has been reviewed by both a city attorney who is not subject to this agreement and an external attorney who is an expert in employment law, to ensure that the city's interests are protected. The new form brings greater consistency to the other employment benefits and terms of employment between the contracts. This includes a uniform vehicle stipend for each department head who is not assigned a city vehicle. Separation pay, in the event that the city elects to terminate a department head without cause, has been standardized at four months for department heads and six months for city administration. Previously, the agreements ranged from three to six months. There are no increases in other benefits under the contracts beyond an increase in annual training costs from \$2,000 to \$5,000 to more accurately reflect the costs for department heads to attend training necessary to maintain certifications needed to fully perform their job functions.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The council has previously reviewed the graded pay scales and contract changes at previous workshops.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Implementing these changes may lead to cost savings by controlling salary growth over time.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2024.09.16 Beacham PW Director
2. 2024.09.16 Best HR Director
3. 2024.09.16 Enderud City Administrator
4. 2024.09.16 Fair PR Director
5. 2024.09.16 Faulkner Finance Director
6. 2024.09.16 Herrington Legal Svcs Director
7. 2024.09.16 McLean Chief PD
8. 2024.09.16 Seale CD Director
9. 2024.09.16 Wilson DCA
10. 2024.09.16 Exhibit B - Release Form for Department Head Contract

SUPERSEDING EMPLOYMENT CONTRACT

John Beacham

Public Works Director

THIS AGREEMENT is made this _____ day of September, 2024, 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 **John Beacham**.

WHEREAS, John Beacham (hereinafter the “Employee”) was appointed as the Public Works Director for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated October 2, 2018; and

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

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties agree to enter this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as Public Works Director.

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Public Works Director as described in Exhibit “A.” The parties agree that the duties of the Public Works Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Public Works Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
3. Duties. The parties agree that Employee's job duties as Public Works Director are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Public Works Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Public Works Director is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City's next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for the Employee's position unless Employee's salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee's salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

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

Works Director. The parties agree that the salary range for the Public Works Director will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to appropriately perform the duties of Public Works Director, which includes the American Public Works Association (APWA) and the Water Environment Federation (WEF). Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.

- f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for routine city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
- 7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Public Works Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
- 8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
- 9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
- 10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
- 11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee

acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.

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

Exceptions:

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

renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

15. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or City personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.
16. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

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

b. Employee: John Beacham

[REDACTED]
[REDACTED]
[REDACTED]

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

17. General Provisions.

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

the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.

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

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by **John Beacham**.

Signature of notary public

(Stamp above)



CITY OF POST FALLS CLASS SPECIFICATION

PUBLIC WORKS DIRECTOR

Pay Grade: 21

FLSA Designation: exempt

Updated: 06/11/18

General Statement of Duties

Plans, organizes, directs, controls and coordinates the daily and long-range activities, operations and programs of the Public Works Department; performs related work as required.

Classification Summary

The primary function of an employee in this class is to perform a variety of administrative, managerial and technical work in planning, organizing, coordinating and directing duties related to the Public Works Department. Supervision is exercised over subordinate supervisors who manage a diverse and complex operation and capital program. The Public Works Director reports to and works under the general direction of the City Administrator, although extensive latitude is allowed for independent judgment and initiative. The principal duties of the position are performed in a general office environment.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Works collaboratively with the Department Head Team to plan, budget, and schedule activities to meet Mayor and Council goals and missions;
- Plans, directs and leads the operations of the Public Works Department;
- Determines priorities, establishes goals and objectives, develops policies and procedures of the department;
- Coordinates efforts and projects which involve staff from multiple departments of the City which include Public Works;
- Contributes, with other Department Heads, to make policy recommendations to City Council regarding Citywide issues, including but not limited to personnel, budgetary, salary and benefits issues;
- Monitors the activities and functions of the department including reclaimed water, water, streets, fleet, storm water, and facilities maintenance;
- Prepares and monitors the department budget;
- Prepares reports for Council actions;
- Assists public with complaints and issues relating to the Public Works Department;

- Represents the City for utility service interests at City, County, State, and Federal levels;
- Negotiate professional service contracts scope of work, schedule, cost, etc.;
- Administer design and construction contracts for capital projects;
- Supervise, evaluate, discipline, mentor, and train employees;
- Manage capital improvement projects and budgets;
- Provides research for community-wide programs including developing criteria and guidelines, draft ordinances or agreements for City Council's consideration.

Other Duties and Responsibilities

- Performs special projects as assigned by Administration, Mayor and Council and various sub-committees;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Water, reclaimed water, storm water, facilities, fleet, and street maintenance;
- Civil engineering principals and practices;
- Legal issues associated with public works projects, construction, and maintenance;
- Modern methods, principles and practices of drinking water, reclaimed water, storm water, and street construction, maintenance, and operations;
- Construction and maintenance of reclaimed water, storm water and water, and drinking water systems;
- Materials and equipment used in the construction and maintenance of water and reclaimed water service mains, reclaimed water and storm water lines, and street improvements;
- Current codes, standards, and principles involved in public works;
- Municipal finance rules in Idaho, especially pertaining to Public Works;
- Supervision, management and leadership principles and practices;
- Federal, State, and local laws, rules, administrative policy and practices related to department functions;
- Management principles and practices of local governmental budgets;
- Project management principals and practices.

Ability to:

- Plan, direct, and supervise employees;
- Interpret laws, ordinances, and regulations related to public works operation;
- Formulate work plans from abstract ideas;
- Prepare written reports and materials;
- Operate standard office equipment, including a personal computer using program applications appropriate to assigned duties;
- Establish and maintain effective working relationships with the public, elected officials, professionals, administration, other employees, industrial representatives, and government officials;
- Communicate effectively both orally and in writing.

Acceptable Experience and Training

- Bachelor's degree in Engineering or related field preferred; and
- Eight (8) years administrative and management experience in public works, engineering, utility services or related area; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

- Valid Driver's License

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to effectively communicate with others;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to research, review, and prepare a variety of written documents and materials and observe the work of subordinate employees.
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate standard office equipment and a personal computer;
- Sufficient body mobility, flexibility, and balance to work in an office environment and perform occasional field visits to construction sites and treatment plant facilities.

SUPERSEDING EMPLOYMENT CONTRACT

Janet Best

Human Resources Director

THIS AGREEMENT is made this _____ day of September, 2024, 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 **Janet Best**.

WHEREAS, Janet Best (hereinafter the “Employee”) was appointed as the Human Resources Director for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated May 16, 2023; and

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

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties agree to enter this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as Human Resources Director.

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Human Resources Director as described in Exhibit “A.” The parties agree that the duties of the Human Resources Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Human Resources Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
3. Duties. The parties agree that Employee's job duties as Human Resources Director are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Human Resources Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Human Resources Director is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City's next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for Employee's position unless Employee's salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee's salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

In addition to cost of living increases, the City also agrees to give Employee annual merit salary increases, conditioned upon satisfactory performance evaluations, of the same percentage approved by the Mayor and City Council for full-time benefitted

employees, if any, up to the top of the then currently adopted pay range for the Human Resources Director. The parties agree that the salary range for the Human Resources Director will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to appropriately perform the duties of Human Resources Director, which includes the Society for Human Resource Management (SHRM). Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.

- f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for routine city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
- 7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Human Resources Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
- 8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
- 9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
- 10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
- 11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for

removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.

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

Exceptions:

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

the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

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

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

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

b. Employee: Janet Best
[REDACTED]
[REDACTED]
[REDACTED]

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

17. General Provisions.

a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Human Resources Director.

b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

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

action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.

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

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by **Janet Best.**

Signature of notary public

(Stamp above)



CITY OF POST FALLS

CLASS SPECIFICATION

HUMAN RESOURCES DIRECTOR

Pay Grade: 20

FLSA Designation: Exempt

Effective Date: 01-01-2002

General Statement of Duties

Manages and administers human resources programs; performs related work as required.

Classification Summary

The principal function of an employee in this class is to serve as an executive director with the responsibility of supervising all personnel and human resource issues for the City, which includes; employee recruitment, selection and promotion; managing employee disciplinary actions including terminations and other actions; personnel policy implementation, revision, explanation and interpretation; salary and benefit review and renewal; and advising supervisors on employee issues. The work is performed under the direct supervision of the City Administrator, but considerable latitude is granted for the exercise of independent judgment and initiative. A high degree of human relations skills are required to establish credibility and gain cooperation from City personnel. The principal duties of this class are performed in a general office environment.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities:

- Supervises and directs the human resources operations of the City, including but not limited to, all staff recruitment and retention, training, counseling, evaluations, terminations, compensation and benefits management, and related programs and policies;
- Works with staff to manage and make decision on personnel issues.
- Manages the City's personnel policies by making revisions when needed, interpreting policies for consistent application, and explaining policy provisions to City employees;
- Provide recommendations, options, and courses of action to resolve employment disputes;
- Develops and administers employee compensation and benefits programs, ensuring compliance with applicable federal and state laws and requirements;
- Ensures City compliance with federal, state, and other applicable employment statutes, laws, and reporting requirements, including maintaining records; documents; logs; retention, evaluation, and termination documents; and other required records;
- Develops and administers employee training and development programs;
- Performs annual review of City policies, procedures, and practices and recommends changes and amendments;

- Assists in development and management of Workman Compensation program compliance;
- Administers drug testing program;
- Administer annual department budget;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- Supervises subordinate employees;
- Available during after duty hours to respond to emergency situations;
- Attends all necessary meetings;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Operational methods, procedures, practices, and objectives of a City human resources program;
- Current employment practices, procedures, practices, and theories;
- Applicable federal and state laws, statutes, and requirements and city ordinances and codes;
- Current employee compensation and benefits plans;
- Current employee recruitment, retention, evaluation, counseling, supervisory, training and development, and termination procedures;
- Mediation and dispute resolution;
- Project management methods and objectives;
- Risk management methods and objectives;
- Municipal budgeting practices and procedures.

Ability to:

- Interact effectively and diplomatically with all levels of employees;
- Interpret laws and regulations;
- Prioritize demands from other departments;
- Research, interpret and implement solutions, policies and laws which affect employment practices;
- Plan, anticipate and accept change;
- Perform and coordinate program and administrative activities;
- Develop and administer a municipal human resources program;
- Research, interpret and implement solutions, policies and laws which affect employment practices;
- Exercise strong analytical, interpretive, decision-making, and problem-solving skills;
- Produce and deliver oral and written reports and maintain performance and compliance records;
- Establish and maintain working relationships with City employees, staff members, supervisors, elected officials, regulatory agencies, and the public; Perform a wide

variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;

- Perform multiple tasks simultaneously, including handling interruptions, and return to and complete tasks;
- Perform time management and scheduling functions, meet deadlines, and set priorities;
- Demonstrate integrity, ingenuity, and inventiveness in the performance of assigned tasks;
- Operate standard office equipment, including a personal computer and program applications appropriate to assigned duties.

Acceptable Experience and Training

- College degree in business administration, human resources, or a related field;
- Three (3) to five (5) years experience in human resources, preferably in city government; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions and to communicate effectively in person and on a telephone;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and prepare, review, and evaluate a variety of written/taped documents;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate a variety office equipment, including a personal computer;
- Sufficient personal mobility, flexibility, and strength, with or without reasonable accommodation, which permits the employee to lift up to 20 pounds, to sit and work at a keyboard for an extended period of time, and work in an office environment.

SUPERSEDING EMPLOYMENT CONTRACT

Shelly Enderud

City Administrator

THIS AGREEMENT is made this _____ day of September, 2024, 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 **Shelly Jo Enderud**.

WHEREAS, Shelly Jo Enderud (hereinafter the “Employee”) was appointed as the City Administrator for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated March 19, 2013; and

WHEREAS, A copy of the position description for the City Administrator position is attached to this Agreement as Exhibit “A;”

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties agree to enter this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as City Administrator.

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of City Administrator as described in Exhibit “A.” The parties agree that the duties of the City Administrator may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the City Administrator is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
3. Duties. The parties agree that Employee's job duties as City Administrator are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the City Administrator and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the City Administrator is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, the Mayor and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City's next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for the Employee's position unless Employee's salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee's salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

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

be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
- a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Ten Thousand and Three Hundred Dollars (\$10,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to appropriately perform the duties of City Administrator, which includes International City Management Association (ICMA) and the Idaho State Building Authority. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.

- f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for routine city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
- 7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the City Administrator by the City unless authorized in advance and in writing by the Mayor. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
- 8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
- 9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
- 10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Mayor.
- 11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee

acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.

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

Exceptions:

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

Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

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

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

a. City: City of Post Falls
C/O Mayor
408 N. Spokane Street
Post Falls, ID 83854

b. Employee: Shelly Jo Enderud

[REDACTED]
[REDACTED]
[REDACTED]

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

17. General Provisions.

a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its City Administrator.

b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai

County, Idaho, and may not thereafter be removed to any other state or federal court.

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

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by **Shelly Jo Enderud**.

Signature of notary public

(Stamp above)



CITY OF POST FALLS CLASS SPECIFICATION

CITY ADMINISTRATOR

Pay Grade: 22

FLSA Designation: Exempt

Updated: 11/18/2020

General Statement of Duties

Performs professional administrative and managerial duties related to planning, directing, organizing, coordinating and controlling the administrative processes necessary to carry out the efficient and economic operation of the City and the policies and goals of the Mayor and City Council; performs related work as required

Classification Summary

The primary function of an employee in this class is to provide executive leadership, policy guidance to department heads and carry out the vision, mission and goals of the Mayor and City Council. The City Administrator assists elected officials in establishing policy and long-term goals; ensures the financial security of all city funds (including tax dollars) and monitors the overall fiscal activity of the city; directs operations through department heads; motivates and leads a management team and encourages a team structure within departments; builds strong community relationships and develops relationships with state and federal officials; ensures the City's work environment is responsive, respectful, value-based, and innovative; and ensures employees are held accountable for quality services. The City Administrator serves at the pleasure of the Mayor and City Council. The City Administrator directly supervises all department heads, and administrative support staff. Work is performed independently with extensive latitude to exercise independent judgment within the framework of existing policies, laws, ordinances and department procedures. The principal duties of the position are performed in a general office environment.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Assists the Mayor by managing the day-to-day operations and internal affairs of the City;
- Provides highly responsible and complex policy advice to the Mayor and City Council;
- Develops policies, procedures and processes as needed to implement the decisions of the Mayor and City Council;
- Performs and directs research on issues, policies and political developments; advises and appraises the Mayor and Council to keep them effectively informed;
- Recommends executive, administrative and legislative actions to the Mayor and Council;

- Directs economic development initiative to achieve goals and objectives of the Mayor & Council;
- Coordinates the preparation and administration of the City's budget; in conjunction with the Finance Director/City Treasurer, submits detail of past and current revenues and expenditures, develops financial projections, and evaluates and recommends budgetary modifications; monitors overall fiscal activity of the City continuously;
- Research, analyze and make recommendations for cost effective improvements in City operations;
- Develops, directs, and evaluates the management team and its individual members in carrying out the direction and goals of the Mayor and City Council;
- Responsible for the full range of supervisory activities;
- Represents the City as directed by the Mayor and Council; participates in intergovernmental consortiums to establish mutual relationships and programs; facilitates and participates in interagency, intergovernmental and private enterprise programs and projects as needed;
-
- Establishes a climate of high-quality public services that are responsive, respectful, value-based, and innovative;
- Meets with department heads to discuss issues and objectives, to determine strategies and approaches, and to brief on current activities and challenges;
- Facilitates and participates in interagency, intergovernmental and private enterprise programs and projects as needed;
- Provides the vision and leadership for implementation of new programs or enhancements to existing programs, and in operational analysis and recommendations for organizational structure;
- Provides leadership in the advancement and promotion of an organization that effectively supports and meets the needs of the customer, both internally and externally;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Responds to and resolves sensitive inquiries and complaints from both internal and external sources;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- Performs special projects as assigned by the Mayor and Council;
- Available during after duty hours to respond to emergency situations;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Municipal government operations relating to staffing, budget and program execution;
- Political processes at all levels of government;
- Federal, state and local laws impacting local government operations;

- Various revenue sources available to local governments including state and federal sources;
- Budgeting and fiscal oversight;
- Effective leadership methods and supervisory skills;
- Facilitation and partnership building;
- Operation of a personal computer and job-related software applications;
- English grammar and punctuation.

Ability to:

- Supervise, lead, direct and evaluate the activities of City Departments and Divisions to ensure achievement of City goals and objectives;
- Plan, implement and oversee programs of departmental operations and activities;
- Lead and work in a team environment under extremely stressful situations;
- Inspire confidence in citizens, staff and the Mayor and City Council to achieve the City's goals and objectives;
- Balance conflicting political goals and direction with an outcome of positive achievements for the organization;
- Analyze a variety of financial problems and make recommendations;
- Coordinate a variety of intra-governmental administrative matters;
- Interpret laws, ordinances and regulations common to municipal operations;
- Prepare and present accurate and reliable reports containing findings and recommendations;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively and establish and maintain working relationships with other employees, the public, elected officials, community leaders, and other interested parties.

Acceptable Experience and Training

- Masters degree in public administration or business administration from an accredited institution of higher education; and
- Five (5) years experience in organizational management or related experience; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate effectively on the telephone and in person;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and to review, evaluate and prepare a variety of written documents and materials;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate computer equipment and other office equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to work in an office environment and make presentations to large and small groups.

SUPERSEDING EMPLOYMENT CONTRACT

David Fair

Parks & Recreation Director

THIS AGREEMENT is made this _____ day of September, 2024, 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 **David C. Fair**.

WHEREAS, David C. Fair (hereinafter the “Employee”) was appointed as the Parks & Recreation Director for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated March 20, 1998; and

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

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties agree to enter this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as Parks & Recreation Director.

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Parks & Recreation Director as described in Exhibit “A.” The parties agree that the duties of the Parks & Recreation Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Parks & Recreation Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
3. Duties. The parties agree that Employee's job duties as Parks & Recreation Director are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Parks & Recreation Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Parks & Recreation Director is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City's next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for Employee's position unless Employee's salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee's salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

In addition to cost of living increases, the City also agrees to give Employee annual merit salary increases, conditioned upon satisfactory performance evaluations, of the same percentage approved by the Mayor and City Council for full-time benefitted

employees, if any, up to the top of the then currently adopted pay range for the Parks & Recreation Director. The parties agree that the salary range for the Parks & Recreation Director will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to appropriately perform the duties of Parks & Recreation Director, which includes Certified Park and Recreation Executive (CPRE) Certification. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.

- f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for routine city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
- 7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Parks & Recreation Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
- 8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
- 9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
- 10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
- 11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for

removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.

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

Exceptions:

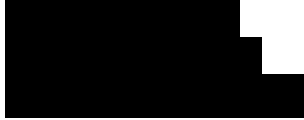
- a. Conviction of any criminal act relating to employment with the City;
 - b. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude;
 - c. Conviction of any felony offense; or
 - d. Other conduct detrimental to the City that substantially violates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

renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

15. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or City personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.
16. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

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

b. Employee: David C. Fair



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

17. General Provisions.

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

the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.

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

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by **David C. Fair**.

Signature of notary public

(Stamp above)



CITY OF POST FALLS CLASS SPECIFICATION

PARKS AND RECREATION DIRECTOR

Pay Grade: 20
FLSA Designation: Exempt

Updated: 11/18/2020

General Statement of Duties

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

Classification Summary

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

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

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

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

Other Duties and Responsibilities

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

Knowledge, Skills and Abilities

Knowledge of:

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

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

Ability to:

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

Acceptable Experience and Training

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

Special Qualifications

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

Essential Physical Abilities

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

SUPERSEDING EMPLOYMENT CONTRACT

Jason Faulkner

Finance Director

THIS AGREEMENT is made this _____ day of September, 2024, 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 **Jason H. Faulkner**.

WHEREAS, Jason H. Faulkner (hereinafter the “Employee”) was appointed as the Finance Director for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated March 26, 2013; and

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

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties agree to enter this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as Finance Director.

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Finance Director as described in Exhibit “A.” The parties agree that the duties of the Finance Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Finance Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
3. Duties. The parties agree that Employee's job duties as Finance Director are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Finance Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Finance Director is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City's next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for Employee's position unless Employee's salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee's salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

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

Finance Director. The parties agree that the salary range for the Finance Director will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to perform the duties of Finance Director, which includes the Government Finance Officers Association (GFOA) and the Government Investment Officers Association (GIOA). Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.

- f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for routine city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
- 7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Finance Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
- 8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
- 9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
- 10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
- 11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee

acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.

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

Exceptions:

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

Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

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

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

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

b. Employee: Jason H. Faulkner

[REDACTED]
[REDACTED]
[REDACTED]

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

17. General Provisions.

a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Finance Director.

b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai

County, Idaho, and may not thereafter be removed to any other state or federal court.

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

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by **Jason H. Faulkner**.

Signature of notary public

(Stamp above)



CITY OF POST FALLS CLASS SPECIFICATION

FINANCIAL SERVICES DIRECTOR

Pay Grade: 21

FLSA Designation: Exempt

Updated 8/01/2022

General Statement of Duties

The Financial Services Director performs financial oversight, planning, and administrative duties over Finance.

Classification Summary

The principle function of an employee in this class is to perform financial oversight, planning, and administrative duties, with responsibility over the City's budget, accounting, auditing, and related financial operations. The position directly supervises the Accounting Supervisor, and indirectly supervises employees throughout the Division. The work is performed under the general direction of the City Administrator, but considerable latitude is granted for the exercise of independent judgment and initiative. The principal duties of this class are performed in a general office environment.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Coordinates and supervises all City activities related to finance, accounting, budgeting, and related financial policy and transactions;
- Develops, implements, and administers the City's annual budget;
- Administers annual CAFR/audit functions;
- Administers City banking, investment, and debt policies;
- Works closely and cooperatively with the Human Resources Department;
- Prepares and maintains financial, accounting, audit, and related records, reports, documents, correspondence, databases, projections, and information files;
- Provides financial and accounting services and expertise to other City departments and agencies;
- Supervises and trains subordinate employees;
- Performs complex accounting procedures to reconcile City accounts and financial records with outside state and federal agencies, banks and financial institutions, and regulatory agencies;
- Provides backup accounting, clerical, and support services as needed;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- Performs other related duties as required;
- Available during after duty hours to respond to emergency situations.

Knowledge, Skills and Abilities

Knowledge of:

- Methods, procedures, objectives, and standard practices of financial planning and management, accounting, and financial functions and practices;
- Applicable Generally Accepted Accounting Principles (GAAP) related to the creation and maintenance of City accounting and financial practices, methods, records, and documentation;
- Government Accounting Standards Board (GASB);
- Municipal budgeting and expenditure principles and practices;
- Applicable federal and state laws and regulations pertaining to municipal finance operations;
- Customer service principles and procedures;
- Supervisory, evaluation, and employee training methods;
- Principles and procedures of financial record keeping and reporting;
- Principles and methodology of project management;
- Time and resource management;
- Operation of standard office equipment and a personal computer and job-related software applications for word processing, spreadsheets, and other required applications;
- Information technology and computer systems, software, and applications;
- Current office practices and procedures.

Ability to:

- Follow written and oral instructions;
- Prepare and administer a municipal budget;
- Prepare and maintain City financial records and documents to applicable GAAP standards;
- Manage the operations of the finance department;
- Supervise and evaluate the work of others;
- Maintain records efficiently and accurately and prepare clear and concise reports;
- Analyze financial data, reconcile accounts, and prepare reports;
- Establish and maintain effective working relationships with other City employees, supervisory personnel, the mayor and council, and the public;
- Operate standard office equipment including a personal computer using program applications appropriate to assigned duties;
- Communicate effectively both orally and in writing;
- Operate a motor vehicle.

Acceptable Experience and Training

- Bachelors Degree in accounting, finance, business, or a related field;
- Five (5) years financial management experience, preferably with a government organization; and
- Minimum of four (4) years in a supervisory position; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

- Certified Managerial Accountant preferred;
- Certified Government Finance Manager preferred
- Valid Driver's License

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate effectively on the telephone and in person;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and review, evaluate, and prepare a variety of written/taped documents and text materials;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate standard office equipment, including a personal computer, and operate a motor vehicle;
- Sufficient personal mobility, flexibility, and balance, with or without reasonable accommodation, which permits the employee to sit and work at a keyboard for an extended period of time and work in an office environment.

SUPERSEDING EMPLOYMENT CONTRACT

Field Herrington

Legal Services Director

THIS AGREEMENT is made this _____ day of September, 2024, 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 **Field K. Herrington**.

WHEREAS, Field K. Herrington (hereinafter the “Employee”) was appointed as the Legal Services Director for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated September 5, 2023; and

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

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties agree to enter this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as Legal Services Director.

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

1. Licensure. Employee warrants and agrees that Employee is licensed to practice law in the State of Idaho without limitation. Employee must maintain Employee’s license to practice law in good standing throughout the term of this Agreement as a condition of employment. Should Employee no longer be authorized to practice law in Idaho, this Agreement will terminate immediately without the payment of Separation Pay as contemplated in Section 14.

2. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Legal Services Director as described in Exhibit “A.” The parties agree that the duties of the Legal Services Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Legal Services Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.
3. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City’s next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days’ notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
4. Duties. The parties agree that Employee’s job duties as Legal Services Director include the duties of the city attorney under Idaho state law and are further outlined in Exhibit “A,” the City’s personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Legal Services Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Legal Services Director is a policy-sensitive position.
5. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
6. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City’s next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for the Employee’s position unless Employee’s salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee’s salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then

currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

In addition to cost of living increases, the City also agrees to give Employee annual merit salary increases, conditioned upon satisfactory performance evaluations, of the same percentage approved by the Mayor and City Council for full-time benefitted employees, if any, up to the top of the then currently adopted pay range for the Legal Services Director. The parties agree that the salary range for the Legal Services Director will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

7. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.

- e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to appropriately perform the duties of Legal Services Director, which include the Idaho State Bar, the International Municipal Attorneys Association, and the Idaho Municipal Attorneys Association. The City additionally agrees to budget, and pay, all dues necessary for Employee to retain his licensure as a member of the Washington State Bar. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.
 - f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
8. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Legal Services Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
9. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office

with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.

10. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
11. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
12. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.
13. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves its annual budget. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City and Employee will be entitled to Separation Pay under the conditions listed in Section 13.
14. Separation Pay. If the Employee is terminated by the City, when the Employee is otherwise willing and able to perform the duties of the Legal Services Director pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively "Separation Pay") for Employee and all Employee's dependents covered by the City's health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as attached to this Agreement as Exhibit "B." However, no Separation Pay will be paid if, at the sole discretion of the City, it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
- b. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude;

- c. Conviction of any felony offense; or
 - d. Other conduct detrimental to the City that substantially violates the personnel manual or other personal or professional conduct standards. A substantial violation includes conduct that severely and materially harms the City or repeated violations of policy or conduct standards after documented corrective efforts by the City. This includes losing, either permanently or temporarily, the ability to practice law in the State of Idaho.
15. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.
16. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or City personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.
17. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:
- a. City: City of Post Falls
C/O Shelly Enderud, City Administrator
408 N. Spokane Street
Post Falls, ID 83854
senderud@postfalls.gov
 - b. Employee: Field K. Herrington
[REDACTED]
[REDACTED]
[REDACTED]

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

18. General Provisions.

- a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the

parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Legal Services Director.

- b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.
- d. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- e. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.
- f. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to are incorporated herein by this reference and made a part of this Agreement.
- g. Section Headings. The section headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the sections to which they apply.
- h. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties, and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by **Field K. Herrington.**

Signature of notary public

(Stamp above)



CITY OF POST FALLS CLASS SPECIFICATION

LEGAL SERVICES DIRECTOR – CITY ATTORNEY

Pay Grade: 21

FLSA Designation: Exempt

Updated: 05-16-22

General Statement of Duties:

The Legal Services Director serves as the chief legal advisor to the city and leader of the Legal Services Department. Provides advanced level professional legal services for the city, ranging from general legal advice and counsel to representation in specialized areas. Supervises the Legal Services Department and performs related work as required.

Classification Summary:

The principal functions of an employee in this class are to perform advanced professional legal duties related to the management, operation, and supervision of the Legal Services Department, provide legal representation of the city and legal advice and representation to the Mayor and City Council, as well as other city boards, commissions and departments. The position is an appointed officer and works for the Mayor and City Council but reports to the City Administrator for administrative purposes. The Legal Services Director works independently within policies and administrative regulations and has wide latitude for the exercise of independent judgment. The principal duties of this class are performed in a general office environment.

Examples of Work: (Illustrative Only)

Essential Duties and Responsibilities

- Manage the daily operations of the Legal Services Department including supervising the work of all other attorneys and legal assistants;
- Provide advice and counsel to the Mayor, City Council, all city departments, boards, and commissions;
- Attends meetings of City Council, and any other city commissions or meetings where legal presence is necessary;
- Perform analysis of historical information and its application to current issues;
- Assist public and city staff with questions regarding city related legal issues;
- Negotiate contracts and/or participate in other negotiations;
- Draft and review contracts, memorandums, ordinances, and resolutions;
- Review proposed state legislation and provides technical analysis;
- Review legal impact to city from actions of Urban Renewal Agency;
- Supervise, hire, discipline, and evaluate Legal Services Department employees;
- Mentor, lead, and work with other attorneys and staff;

- Administer, direct, and participate in the development of the department operating and capital projects budget and oversee preparation of the department budget;
- Analyze budget data to identify and project resource needs.
- Monitor and approve budget expenditures, including the procurement of needed resources;
- Attend various meetings relating to legal matters facing the City;
- Serve as a spokesperson to the media on controversial cases and other legal-related areas of interest;
- Direct the development and implementation of initiatives, policies, and programs to strengthen community partnerships, public awareness and support for city programs and policies;
- Provide legal technical analysis on various issues;
- Conduct legal research;
- Apply abstract legal principles and precedents to various problems and opportunities confronting the city through city boards and committees;
- Provide legal support to Human Resources regarding various personnel issues;
- Participate with City Council and City staff and serve on Executive Administrative Team in the development and establishment of goals, objectives, direction and plans of the city;
- Ensure the departments and employees are meeting established goals and objectives;
- Research, evaluate, and approve recommendations regarding department programs; and
- Demonstrate continuous effort to improve operations and provide quality, seamless service to the public.

Other Duties and Responsibilities:

- Perform special projects as assigned by Administration, Mayor and Council and various sub-committees;
- On call after regular hours to respond to emergency situations; and
- Perform other related duties as required.

Knowledge, Skills and Abilities:

Knowledge of:

- Applicable federal, state and city statutes, ordinances, and regulations affecting city government;
- Legal and judicial procedures, rules, terminology, methods, documents, practices, and objectives;
- Legal research and writing techniques;
- Modern negotiation techniques and methods;
- Basic interviewing techniques;
- Constitutional rights;
- Supervisory, employee evaluation, and training techniques; and
- English grammar and punctuation.

Ability to:

- Act as legal counsel and represent the city in all matters at various court or administrative hearings and proceedings;
- Advise and counsel the Mayor's office, city departments, boards, and commissions on legal issues;
- Analyze, appraise, and organize facts, evidence, and precedents in determining the various aspects and alternatives of cases;
- Present material to opponents and develop an appropriate defense;
- Think quickly, adapt to situations and individuals, and develop a sense for assessing individuals' character and veracity;
- Tolerate stressful and unpredictable situations;
- Negotiate complex legal issues;
- Maintain effective working relationships with other city employees, supervisory personnel, state and local elected officials, media, and the public;
- Communicate effectively, both orally and in writing, for purposes of advocating, persuading, negotiating, and counseling for or on behalf of the city;
- Communicate with and provide training to both one-on-one and in-group settings to other attorneys, city staff, elected officials, and citizens;
- Operate standard office equipment including a personal computer and related software such as word processing, spreadsheets, etc.;
- Demonstrate integrity, ingenuity, and inventiveness in the performance of assigned tasks;
- Apply legal principles and precedents to problems and opportunities confronting the city; and
- Use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.

Acceptable Experience and Training

- Graduation from a school of law, accredited by the American Bar Association, with a Juris Doctorate Degree; and
- Membership in good standing with the Idaho State Bar Association;
- Five (5) years of experience managing both professional and support staff positions;
- Seven (7) years of experience as a practicing attorney, preferably as a municipal attorney; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities

- Work is primarily performed in a general office setting subject to inside environmental conditions with moderate noise level;
- Position requires sitting a desk or in meetings for extended periods of time up to eight (8) hours per day;

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to prepare for and litigate all criminal and civil cases and review a variety of written materials and documents;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate computer and office equipment with constant repetitive movement of the wrists, hands, and/or fingers; and
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to work in an office setting.

Travel Requirements:

- Position may require travel within Kootenai County;
- Occasional in-state travel to other jurisdictions may be required; and
- Occasional out-of-state travel for training may be required.

SUPERSEDING EMPLOYMENT CONTRACT

Gregory McLean

Chief of Police

THIS AGREEMENT is made this _____ day of September, 2024, 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 **Gregory M. McLean**.

WHEREAS, Gregory M. McLean (hereinafter the “Employee”) was appointed as the Chief of Police for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated July 6, 2021; and

WHEREAS, A copy of the position description for the Chief of Police position is attached to this Agreement as Exhibit “A;”

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties agree to enter this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as Chief of Police.

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Chief of Police as described in Exhibit “A.” The parties agree that the duties of the Chief of Police may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Chief of Police is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
3. Duties. The parties agree that Employee's job duties as Chief of Police are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Chief of Police and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Chief of Police is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City's next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for the Employee's position unless Employee's salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee's salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

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

reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to appropriately perform the duties of Chief of Police, which includes the Idaho Chief of Police Association, the FBI – National Academy, and the National Association of Chiefs of Police. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.

- f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Provision. The City agrees to provide Employee with a vehicle for performing their official duties. Any personal use of the vehicle shall adhere to the City's adopted policies. The City will be responsible for the maintenance and repair of the vehicle to ensure its reliability and safety. Employee is responsible for ensuring that the vehicle is maintained in good condition, promptly reporting any issues or damages, and cooperating with the City's procedures for maintenance and repair. At the end of employment or the City's request, Employee agrees to return the Vehicle to the City in good condition, normal wear and tear excepted. Failure to return the vehicle in the stipulated condition may result in deductions from Employee's final compensation or other remedies as provided by law.
- 7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Chief of Police by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
- 8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
- 9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
- 10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.

11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.
12. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves its annual budget. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City and Employee will be entitled to Separation Pay under the conditions listed in Section 13.
13. Separation Pay. If the Employee is terminated by the City, when the Employee is otherwise willing and able to perform the duties of the Chief of Police pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively “Separation Pay”) for Employee and all Employee’s dependents covered by the City’s health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as attached to this Agreement as Exhibit “B.” However, no Separation Pay will be paid if, at the sole discretion of the City, it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
- b. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude;
- c. Conviction of any felony offense; or
- d. Other conduct detrimental to the City that substantially violates the personnel manual or other personal or professional conduct standards. A substantial violation includes conduct that severely and materially harms the City or repeated violations of policy or conduct standards after documented corrective efforts by the City.

14. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

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

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

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

b. Employee: Gregory M. McLean

[REDACTED]
[REDACTED]
[REDACTED]

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

17. General Provisions.

a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Chief of Police.

b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

- c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.
- d. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- e. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.
- f. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to are incorporated herein by this reference and made a part of this Agreement.
- g. Section Headings. The section headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the sections to which they apply.
- h. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties, and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by
Gregory M. McLean.

Signature of notary public

(Stamp above)



CITY OF POST FALLS

CLASS SPECIFICATION

POLICE CHIEF

Pay Grade: 21

FLSA Designation: Exempt

Updated: 6/7/2021

General Statement of Duties

Plans and directs the long-term programs and activities of the Police Department in the enforcement of laws and ordinances and the prevention of crime and protection of life and property; performs related work as required.

Classification Summary

The principal function of an employee in this class is to serve as executive officer of the City Police Department with the responsibility of planning and directing all the functions, activities and operations of the Department. This position is responsible for the protection of lives and property in the City through the supervision and direction of all police functions. The work is performed under the direct supervision of the City Administrator, but considerable latitude is granted for the exercise of independent judgment and initiative. Supervision is exercised over the work of all police department employees. The principal duties of this class are performed in both a general office environment and an outdoor environment that may include exposure to adverse weather conditions and to potential personal danger.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities:

- Develops objectives, plans, programs, and policies for the Police Department;
- Prepares and oversees the Department budget and develops strategies that will ensure fiscal responsibility in carrying out effective law enforcement/policing programs;
- Consults with the City Administrator in formulating policies and regulations governing the activities of the Police Department;
- Directs the selection, supervision, and work evaluation of Department personnel;
- Provides leadership and encourages leadership in management and supervisory personnel;
- Represents the City and Police Department in maintaining liaison with civic, business, community, and professional organizations;
- Develops leadership skills in police officers and civilian employees to assist them in interaction and problem solving efforts within the community;
- Works with the Administrative staff of the Department to manage and make decisions on personnel issues, the development of employees in their positions, as well as the development of supervisors and managers in supervision and leadership principles and actions;

- Works cooperatively with prosecutorial agencies and encourage the cooperation of police officers and other Police Department employees, to facilitate and support the prosecution of matters initiated by the Department;
- To encourage and provide on-going training of police officers in legal and criminal matters;
- Work cooperatively with the Human Resources and Legal Departments to address personnel issues;
- Communicate effectively to establish and maintain working relationships with other Department Heads, employees, the public and other interested and affected parties;
- Serves on Executive Administrative Team to establish goals and direction of the city;
- Holds all employees accountable for their actions and conduct and administers discipline in accordance with Department and City Employee policies and procedures;
- Develops policies and procedures to administer the activities of all divisions and bureaus of the Department;
- Meets with all supervisors and managers on a regular basis to discuss issues of management and Department policy, and makes changes as necessary;
- Plans and directs the long-term Police Department administrative, operational, support, public education, and public relations activities;
- Develops service-related issue plans for forecasting long range police operational and capital improvement needs and presents reports to Mayor and Council;
- Develops and manages Department policies, procedures, directives, and general orders;
- Performs all work duties and activities in accordance with City and Department policies, procedures and safety practices.

Other Duties and Responsibilities

- Performs duties of subordinate personnel, including patrol and investigative duties, as needed;
- On call after duty hours to respond to emergency situations;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- The theories, principles, and practices of leadership, supervision and training involved in the supervision and management of a City Department;
- Contemporary management techniques for planning, organizing, leading, and inspecting;
- Contemporary legal issues such as criminal laws, labor laws, and civil laws that affect police agencies;
- Police Department functions, procedures, policies, goals, organization, general orders, and rules and regulations;
- Local, state and federal laws as applicable to municipal law enforcement;
- Municipal budget preparation and planning methods and techniques for a City department;

- Operation of a personal computer and job-related software.

Ability to:

- Supervise, manage and lead the City Police Department under both routine and emergency circumstances;
- Analyze complex police management problems and apply effective solutions;
- Plan, assign, supervise, and review the work of police officers and other assigned staff;
- Deal constructively with conflict and develop effective solutions;
- Make quick, sound judgment decisions in tactical situations;
- Supervise and lead subordinates through instruction in the performance of their duties;
- Understand and apply departmental, state, and local law enforcement procedures, policies, rules, and regulations;
- Analyze situations quickly and objectively, to recognize actual and potential dangers, and to determine proper course of action;
- Establish and maintain effective relations with department employees and with citizens with varied racial, ethnic, or economic backgrounds;
- Demonstrate proficiency in the use and care of firearms;
- Communicate clearly and concisely, orally and in writing;
- Prepare accurate and grammatically correct written reports;
- Operate a motor vehicle;
- Operate standard office equipment including a personal computer using program applications appropriate to assigned duties;
- Keep immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Uphold the Law Enforcement Code of Ethics at all times;
- Respond to citizen requests in a courteous and effective manner;
- Make sound and reasonable decisions in accordance with laws, ordinances, regulations, and established procedures;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity, and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Bachelor's degree in police administration, criminology, or a related field is preferred; and
- Extensive experience in contemporary police work which has afforded progressively responsible experience in a variety of police functions; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

- Idaho POST certification;
- Valid Driver's License.

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions, lead and direct a major City department, communicate effectively and perform telephone and radio communications;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions, observe department processes and procedures, prepare and review a wide variety of written and financial documents, and sight and shoot a firearm;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to use a firearm safely and effectively, prepare reports and evaluations, utilize equipment required for the performance of duties, and operate a vehicle;
- Sufficient personal mobility, flexibility, stamina, strength, and agility, and physical reflexes, with or without reasonable accommodation, which permits the employee to bend or stoop repeatedly, sit or stand for long periods of time and perform all duties required in a law enforcement environment.

SUPERSEDING EMPLOYMENT CONTRACT

Robert Seale

Community Development Director

THIS AGREEMENT is made this _____ day of September, 2024, 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 **Robert Seale**.

WHEREAS, Robert Seale (hereinafter the “Employee”) was appointed as the Community Development Director for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated November 20, 2018; and

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

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties have agreed to enter this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as Community Development Director.

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Community Development Director as described in Exhibit “A.” The parties agree that the duties of the Community Development Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Community Development Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
3. Duties. The parties agree that Employee's job duties as Community Development Director are outlined in Exhibit "A," the city's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Community Development Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Community Development Director is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, the City Administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City's next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for the Community Development Director unless Employee's salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee's salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

In addition to cost of living increases, the City also agrees to give Employee annual merit salary increases, conditioned upon satisfactory performance evaluations, of the same percentage approved by the Mayor and City Council for full-time benefitted

employees, if any, up to the top of the then currently adopted pay range for the Community Development Director. The parties agree that the salary range for the Community Development Director will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to appropriately perform the duties of Community Development Director, which includes the American Planning Association. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may

approve dues for participation in such organizations during the annual budget process.

- f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for routine city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Community Development Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.

11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.
12. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves its annual budget. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City and Employee will be entitled to Separation Pay under the conditions listed in Section 13.
13. Separation Pay. If the Employee is terminated by the City, when the Employee is otherwise willing and able to perform the duties of the Community Development Director pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively “Separation Pay”) for Employee and all Employee’s dependents covered by the City’s health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as attached to this Agreement as Exhibit “B.” However, no Separation Pay will be paid if, at the sole discretion of the City, it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
- b. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude;
- c. Conviction of any felony offense; or
- d. Other conduct detrimental to the City that substantially violates the personnel manual or other personal or professional conduct standards. A substantial violation includes conduct that severely and materially harms the City or repeated violations of policy or conduct standards after documented corrective efforts by the City.

14. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

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

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

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

b. Employee: Robert Seale

[REDACTED]
[REDACTED]
[REDACTED]

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

17. General Provisions.

- a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Community Development Director.
- b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

- c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.
- d. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- e. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.
- f. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to are incorporated herein by this reference and made a part of this Agreement.
- g. Section Headings. The section headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the sections to which they apply.
- h. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties, and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on the ____ day of September, 2024 by
Robert Seale.

Signature of notary public

(Stamp above)



CITY OF POST FALLS CLASS SPECIFICATION

COMMUNITY DEVELOPMENT DIRECTOR

Pay Grade: 20

FLSA Designation: Exempt

Updated: 04-03-09

General Statement of Duties

Plans, organizes, coordinates and directs the functions and activities of the Community Development Department including engineering, planning, GIS and building; performs related work as required.

Classification Summary

The primary function of an employee in this class is to perform a variety of administrative, managerial and technical work in planning, organizing, coordinating and directing duties related to the Community Development Department. Supervision is exercised over subordinate supervisors who manage a diverse and complex operation and capital program related to growth services of the community. This is a Department Head position that manages all phases of city infrastructure construction including engineering, planning, building inspection, and zoning functions. The Community Development Director reports to and works under the general direction of the City Administrator. Work is performed independently with extensive latitude to exercise independent judgment and initiative in managing the department and projects. The principal duties of the position are performed in a general office environment.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Manages the daily and long-range activities of the Community Development Department including budget development, management and personnel supervision;
- Directs, implements and establishes goals, objectives, timetables and deadlines, allocates personnel and resources to accomplish projects and programs;
- Supervises professional, technical and administrative support staff involved in planning, building, GIS, engineering and related functions;
- Establishes standards and criteria for selection of consultants and negotiates contracts;
- Meets with consulting engineers, architects, builders and the public regarding project issues and developments;
- Provides research for community-wide programs including developing criteria and guidelines, draft ordinances or agreements for City Council's consideration.
- Advises city management, Mayor and Council, and commissions on planning, development, and zoning issues;

- Develops, organizes and facilitates ongoing comprehensive planning processes and procedures; identifies alternatives for implementing policies and programs;
- Coordinates all activities related to the building permit process to ensure smooth internal permit flow between divisions and expedites permit review;
- Initiates, reviews and approves various engineering, traffic or other related projects and reports;
- Develops policies for optimal utilization of public spaces;
- Drafts new and revised city ordinances affecting planning, zoning, building, development, and infrastructure improvements;
- Administers grant funds; monitors grant compliance;
- Identifies sources for alternative funding for special projects;
- Develops and formulates implementation options and strategies;
- Prepares special studies of planning and development issues and impacts, as directed;
- Provides technical advice and interpretations to City staff, departments, agencies, and governing bodies as requested;
- Advises public and private sectors in developing concepts, plans, projects and programs;
- Conducts public meetings and hearings to solicit public response;
- Prepares speeches, articles, reports and other material dealing with planned development;
- Directs, coordinates, and supervises grant programs;
- Attends various citizen committees;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Principles, objectives, and standard practices of urban planning and planning and zoning administration, development process and procedure administration, and ordinance and code implementation and administration;
- Engineering principles and practices as used in the construction industry;
- Current and long-range City planning and development objectives, ordinances and codes;
- Current City ordinances and codes governing zoning, development, design, subdivision, sign, and other applicable issues;
- Current literature and recent developments in the field of urban planning, design, and architecture;
- State and other applicable statutes, case law, and court decisions governing planning, zoning, development, and land use issues and practices;
- Research, statistical analyses, and database management related to planning and development administration;
- Municipal budgeting procedures;

- Supervisory, management, employee evaluation, and training methods;
- Conflict resolution methods.

Ability to:

- Utilize various evaluation methods to assure operations quality, to understand and interpret building codes, engineering calculations, construction drawings and design specifications;
- Plan, organize and direct the functions of a large and diverse city department;
- Prepare and administer a budget and grant funds;
- Interpret and explain various numeric and narrative records including research reports, technical memorandums, etc.;
- Plan, organize, direct and supervise the work of subordinates;
- Prioritize projects and review and schedule workloads to ensure efficient use of department staff and resources;
- Prepare and present oral and written reports and maintain review, inspection, and enforcement records and findings, documents, correspondence, and related files and records;
- Prepare and present reports and presentations to a wide variety of public interest groups, including but not limited to, the City Council and other City agencies and commissions, advisory boards, task forces, neighborhood and civic groups, the media, and other interested and affected groups;
- Operate standard office equipment, including a personal computer using program applications appropriate to assigned duties;
- Communicate effectively and establish and maintain working relationships with other employees, the public, developers and builders, customers, applicants, property owners, and other interested and affected parties.

Acceptable Experience and Training

- Bachelors degree in urban planning, urban design, landscape architecture, or a related field is required; and
- Five to seven (5-7) years' experience in planning, development, engineering, city administration, or a related field, including three (3) years of supervisory experience, is required; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions, use a telephone, and communicate effectively with others;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and review, evaluate and prepare a variety of written documents, maps, and materials;

- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate standard office equipment and computer systems and make adjustments to equipment;
- Sufficient body flexibility, personal mobility, and agility, with or without reasonable accommodation, which permits the employee to work in an office environment and perform field inspections as needed.

SUPERSEDING EMPLOYMENT CONTRACT

Warren Wilson

Deputy City Administrator

THIS AGREEMENT is made this _____ day of September, 2024, 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 **Warren J. Wilson**.

WHEREAS, Warren J. Wilson (hereinafter the “Employee”) was appointed as the Deputy City Administrator for the City of Post Falls, (hereinafter the “City”) by a contract executed between the parties dated September 5, 2023; and

WHEREAS, A copy of the position description for the Deputy City Administrator position is attached to this Agreement as Exhibit “A;”

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

WHEREAS, the City desires to establish salary ranges for the employees serving as department heads or as city administrators for the City; and

WHEREAS, the City further desires to create greater uniformity in its contracts with employees serving as department heads or as city administrators; and

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

WHEREAS, the parties agree to enter into this Superseding Employment Contract to establish the terms and conditions of Employee’s employment as Deputy City Administrator.

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Deputy City Administrator as described in Exhibit “A.” The parties agree that the duties of the Deputy City Administrator may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Deputy City Administrator is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on execution of both parties and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.
3. Duties. The parties agree that Employee's job duties as Deputy City Administrator are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by the City Administrator or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Deputy City Administrator and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Deputy City Administrator is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, the City Administrator and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. The parties agree that Employee will continue to be paid their current salary until the beginning of the City's next fiscal year. At that time, the City agrees to give Employee a cost of living salary increase of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees, up to the top of the pay range adopted by the Mayor and City Council for the Employee's position unless Employee's salary is above the pay range for the position. In that case, the parties agree that Employee will continue to receive their current salary until such time as Employee's salary falls below the top of the then currently adopted pay range. Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range. The parties further agree that the top of the adopted salary range will be increased annually by same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees.

In addition to cost of living increases, the City also agrees to give Employee annual merit salary increases, conditioned upon satisfactory performance evaluations, of the same percentage approved by the Mayor and City Council for full-time benefitted

employees, if any, up to the top of the then currently adopted pay range for the Deputy City Administrator. The parties agree that the salary range for the Deputy City Administrator will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the highest rate identified in the City’s most currently adopted personnel policy. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to appropriately perform the duties of Deputy City Administrator, which includes the International Municipal Attorneys Association, and the International City Managers Association. The City additionally agrees to budget for, and pay, all dues necessary for Employee to retain his licensure as a member of the Idaho State Bar and the Idaho Municipal Attorneys Association. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide

professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.

- f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
- g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for routine city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
- 7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Deputy City Administrator by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
- 8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
- 9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
- 10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.

11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.
12. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves its annual budget. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City and Employee will be entitled to Separation Pay under the conditions listed in Section 13.
13. Separation Pay. If the Employee is terminated by the City, when the Employee is otherwise willing and able to perform the duties of the Deputy City Administrator pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to six (6) months future salary and six (6) months of COBRA health care coverage continuation (collectively “Separation Pay”) for Employee and all Employee’s dependents covered by the City’s health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as attached to this Agreement as Exhibit “B.” However, no Separation Pay will be paid if, at the sole discretion of the City, it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
- b. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude;
- c. Conviction of any felony offense; or
- d. Other conduct detrimental to the City that substantially violates the personnel manual or other personal or professional conduct standards. A substantial violation includes conduct that severely and materially harms the City or repeated violations of policy or conduct standards after documented corrective efforts by the City.

14. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

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

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

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

b. Employee: Warren J. Wilson

[REDACTED]
[REDACTED]
[REDACTED]

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

17. General Provisions.

a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Deputy City Administrator.

b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

- c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.
- d. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- e. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.
- f. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to are incorporated herein by this reference and made a part of this Agreement.
- g. Section Headings. The section headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the sections to which they apply.
- h. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties, and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by **Warren J. Wilson.**

Signature of notary public

(Stamp above)



CITY OF POST FALLS CLASS SPECIFICATION

DEPUTY CITY ADMINISTRATOR

Pay Grade: 22

FLSA Designation: Exempt

Updated: 03/02/2022

General Statement of Duties

Performs high level administrative, technical and professional work in directing and supervising the day-to-day operations of the City government; provides professional assistance to the City Administrator. This position is responsible, directly and through subordinate supervisors, for the performance of full time and part time staff. Duties are performed with significant latitude for independent judgment in accordance with Department and City policies, Federal, State and Local regulations.

Classification Summary

The Deputy City Administrator is a second-in-charge position. Provides leadership and direction for all administrative service activities for the City including Communications, IT and City Clerk. The Deputy City Administrator provides administrative guidance to departments as directed by the City Administrator and serves a key role in formation of strategic decisions. A significant part of the job is serving in a leadership role in pursuit of assigned initiatives. The Deputy City Administrator establishes functional policies, makes tactical decisions within overall strategic directions, and provides oversight for the budget and capital improvements. Acts as an active member of the City's Department Head Team and maintains strong, productive, and cooperative relationships with other City Departments to maximize use of City resources and talent. Develops and maintains positive relationships with staff, council, citizens, other groups and agencies.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Facilitates policy making and team building at the upper management level;
- Interprets and enforces City Administrator and City Council policies;
- Meets with City Administrator and staff to discuss issues and objectives, determine strategies and approaches, and discuss current activities and challenges;
- Provides the City Administrator with accurate and timely information to support decision-making and policy direction;
- Maintains regular contact with the City Administrator;
- Provides effective professional leadership, positioning the City to meet the community's current and future needs through appropriate technologies and services;
- Attends council meetings and represents the City Administrator when absent;
- Communicates regularly with Mayor and Council as needed

- Meets with Department Heads to answer questions and discuss matters regarding programs, customer inquiries, and challenges;
- Leads special initiatives, as assigned by the City Administrator that require coordination of multiple internal and external stakeholders;
- Represents the City Administrator at various meetings and participates on various boards and commissions, outside government agencies, various non-profits and other citizen groups relative to goals, actions and activities of the City;
- With the City Administer, cultivates a climate of high-quality public services that are responsive, respectful, value-based, and innovative;
- Provides the City Administrator assistance to enhance the vision and leadership for implementation of new programs or enhancements to existing programs, and in operational analysis and recommendations for organizational structure;
- Provides leadership in the advancement and promotion of an organization that effectively supports and meets the needs of the customer, both internally and externally;
- Communicates and coordinates regularly with appropriate individuals or groups to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Responds to and resolves sensitive inquires and complaints from both internal and external sources;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- Available during after duty hours to respond to emergency situations;
- Acts as City Administrator when needed
- Performs other related duties as required.

Knowledge, Skills and Abilities

- Ability to effectively communicate to large groups as well as individuals of varied backgrounds and cultures;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Excellent customer service skills including demonstrated ability to build positive relationships with employees, managers, other organizations and the public;
- Strong research, analytical, and problems solving skills;
- Ability to express oneself clearly and concisely both orally and in writing;
- Ability to inspire confidence in citizens, staff and City Council;
- Ability find a balance point for conflicting political goals and directions with an outcome of positive direction for the organization;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability to demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;

- Ability to maintain highest confidentiality when dealing with sensitive or private information;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively and establish and maintain working relationships with other employees, the public, elected officials, community leaders, and other interested parties.

Acceptable Experience and Training

- Bachelor's degree in Public Administration, Business Administration, Organizational Development, Political Science, or a degree in a closely related field
- Ten years of progressively responsible experience, including at least five years in a government management role, or equivalent
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate effectively on the telephone and in person;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and to review, evaluate and prepare a variety of written documents and materials;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate computer equipment and other office equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to work in an office environment and make presentations to large and small groups.

EXHIBIT “B”

CONFIDENTIAL SEPARATION, SEVERANCE AND RELEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "B" – Department Head Release Form

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

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

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

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

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

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

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

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

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

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

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

Exhibit "B" – Department Head Release Form

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19. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County.

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

Notice to City:

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

Notice to Employee:

<NAME>

21. Acknowledgment by Employee.

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

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

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

<Signature page to follow>

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

Read, Understood, and Agreed to:

Employee:

<NAME>

Date:_____

Employer:

City of Post Falls

By:_____
_____, Mayor

Date:_____

ATTEST:

_____, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

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

Signature of notary public

(Stamp above)

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by _____.

Signature of notary public

(Stamp above)

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 9/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Budget Amendment FY 2024

ITEM AND RECOMMENDED ACTION:

Approve and direct staff to return an ordinance.

DISCUSSION:

The budget amendment that is seeking approval would allow a cash transfer from Fund 652 to Fund 650 and Fund 651. Fund 652 has accumulated additional funds and there are future projects slated for both Fund 650 and Fund 651. Governmental budgeting and double entry accounting requires the use of Revenue and Expenditure accounts to allow the transfer of cash between different funds. To avoid inflating the revenue and expenditures in year-end financial statement preparation, all inter-fund transfers are eliminated.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None.

APPROVED OR DIRECTION GIVEN:

Approve, and direct staff to return an ordinance at the next council meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$32,000,000.

BUDGET CODE:

Various

ATTACHMENTS:

1. 20240905101658082

FY 2024
CITY OF POST FALLS
PROPOSED BUDGET AMENDMENT #2

DESCRIPTION	ACCT #	AMOUNT	DESCRIPTION	ACCT #	AMOUNT
1 Transfer to Fund 651	652-463.1903.69651	1,000,000.00	Transfer from 652	651-463.1903.37652	1,000,000.00
2 Transfer to Fund 650	652-463.1903.69650	15,000,000.00	Transfer from 652	650-463.1903.37652	15,000,000.00
3 Fund Balance Rebudgeted	651-463.1920.65900	1,000,000.00	Carry Over	652-463.1920.37201	1,000,000.00
4 Fund Balance Rebudget	650-463.1920.65900	15,000,000.00	Carry Over	652-463.1920.37201	15,000,000.00
		<u>32,000,000.00</u>			<u>\$ 32,000,000.00</u>

Subtotals

32,000,000.00

\$ 32,000,000.00

City Administrator *Sully Z...* Date 9/4/24
*Approves to advertise for Public Hearing

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: Fiscal year 2025 Fee Resolution

ITEM AND RECOMMENDED ACTION:

Approve, as presented.

DISCUSSION:

Staff presented the fiscal year 2025 rates at the September 3rd public hearing after a thorough discussion with department heads. Various fees are being increased, such as impact fees, water rates, wastewater rates, cap fees, cemetery fees, in addition to parks and recreation fees.

Impact fees were suggested to be increased by 2.29% based on the Engineering News Record (ENR), water rates by 3.0%, and wastewater rates will increase by 2.5%, both of which are based on the cost of the service plan for each utility. Sanitation rates will be up by 6.0% based on a couple cpi indexes and the allowable fuel surcharge. Parks and recreation fees have a few changes, as well. The cemetery division suggests increasing fees due to allowing double burial while adding the cost of renting the equipment.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

9/3/2024 public hearing

APPROVED OR DIRECTION GIVEN:

Staff was instructed to return to council with a Resolution for FY 2025.

Staff recommends council approve the fee resolution, as presented. There were no public comments during the public hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Fee Resolution FY 2025_Final

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

WHEREAS, the City of Post Falls annually reviews all fees during the budget process to ensure accuracy; and

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

WHEREAS, the City of Post Falls has determined that the fee schedule be amended to reflect the reasonable cost of providing the services; and

WHEREAS, after public hearing has been held prior to the adoption of this resolution, regarding new and increased city fees, it is deemed by the City Council to be in the best interest of the City of Post Falls and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW, THEREFORE, Be It Resolved by the Mayor and City Council of the City of Post Falls, Idaho that the following fee schedule, which reflect the new and amended fees and all other fees that have not been amended, be adopted for the City of Post Falls:

<u>FEE TYPE</u>	<u>ATTACHMENT NO.</u>
Utility Fees	1
Recreation Fees	2
Parks Fees	3
Cemetery Fees	4
Community Development Fees	5
Public Safety Fees	6
Administrative Fees	7
Local Improvement District Fees	8
Records & Copy Fees	9
Permit Valuation Chart	10

City staff is directed to take all administrative actions necessary to implement the attached listing of effective City fees.

Any fee inconsistent with the provisions of this Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate.

The revised fee schedule shall be effective beginning October 1st, 2024, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2024.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

<u>Service Size</u>	<u>Capitalization Fee</u>
3/4 - 1"	\$ 3,320
1" (Commercial)	\$ 5,534
1 1/2"	\$ 11,068
2"	\$ 17,709
3"	\$ 35,418
4"	\$ 55,340
6"	\$ 110,680
8"	\$ 160,350

Use Fees:

The sum of the following elements (A+B):

A. BASE FEE FOR ALL USERS:

<u>Meter Size</u>	<u>Monthly Fee</u>
1" or less	\$ 13.21
1.5"	\$ 22.10
2"	\$ 32.84
3"	\$ 58.00
4"	\$ 93.70
6"	\$ 183.20
8"	\$ 317.12

B. USAGE FEE FOR ALL USERS ON A PER THOUSAND GALLON BASIS:

Each 1,000 gallon unit or any portion thereof for residential
and irrigation accounts:

0 to 49,000 gallons	\$ 1.47
50,000 gallons +	\$ 2.09

Each 1,000 gallon unit or any portion thereof for all other accounts:

0 + gallons	\$ 1.47
-------------	---------

RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

Commercial/Industrial Capitalization Fee - A minimum of \$7,675 plus an additional \$7,675 for each 5,000 gallons of reclaimed water flow based upon water consumption, above the first 5,000 gallons per month.

User Fees:

That pursuant to Section 13.32.120 of the Post Falls Municipal Code, requiring revision to the user fees when costs or the number of equivalent users change so as to affect the ability of the system to provide the intended service, and increases have occurred since 2012 in the number of equivalent residential users and the costs of operation, maintenance, debt service and capital replacement; and is an essential part of the protection and management of the reclaimed water collection and treatment system; and the costs associated with reclaimed surface water management should be included in the costs of maintenance of the reclaimed water collection and treatment system, the reclaimed water rates of the City of Post Falls shall be as follows:

The equivalent residential user base charge for reclaimed water service shall be increased to seventy dollars and eighteen cents (\$70.18) per month, and \$13.73 per 1,000 gallons of water use over 5,000 gallons for commercial units.

SOLID WASTE:

- A. That the base rate for current 35 gallon cart residential users shall be \$10.43 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such rate for existing 35 gallon cart customers shall depend upon compliance with the administrative rules established for the one-can rate;
- B. That the base rate for 96 gallon cart residential users shall be \$13.96 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;
- C. That the base rate for one-can (now known as 35 gallon cart customers) residential users was discontinued as a rate option effective June 1, 1999, with those currently signed up for this option, and in compliance with the required sticker on their garbage can, being allowed to keep this option until such time garbage rates are changed in the future. New residential customers shall be charged the base residential rate of \$13.96 per month with a 96 gallon cart weekly disposal allowance;
- D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of two dollars and ninety-three cents (\$2.93) per can equivalent, per pickup;
- E. Commercial and additional rates will be as follows:

FL = Front Load

RL = Rear Load

Container Type	Pick-ups Per Week					
	1	2	3	4	5	6
96 Gallon Cart	\$ 23.58	\$ 32.13	\$	-	\$	-
300 Gallon Cart	\$ 40.69	\$ 89.91	\$ 134.89	\$	-	\$
400 Gallon Cart	\$ 57.81	\$ 115.60	\$ 173.41	\$	-	\$
FL Dumpster - 1 YD	\$ 35.22	\$ 70.66	\$ 100.64	\$ 130.59	\$ 160.56	\$
FL Dumpster - 1.5 YD	\$ 49.25	\$ 94.22	\$ 137.01	\$ 179.82	\$ 222.64	\$
FL Dumpster - 2 YD	\$ 61.05	\$ 116.67	\$ 171.28	\$ 224.79	\$ 278.29	\$
FL Dumpster - 3 YD	\$ 89.91	\$ 171.28	\$ 252.60	\$ 325.41	\$ 413.13	\$
FL Dumpster - 4 YD	\$ 109.18	\$ 207.29	\$ 308.27	\$ 402.46	\$ 496.67	\$ 602.49
FL Dumpster - 6 YD	\$ 147.73	\$ 278.29	\$ 404.49	\$ 533.01	\$ 661.45	\$
FL Dumpster - 8 YD	\$ 192.69	\$ 361.80	\$ 528.77	\$ 695.74	\$ 860.55	\$ 1,190.21
RL Dumpster - 1 YD	\$ 39.94	\$ 70.66	\$ 100.64	\$ 128.45	\$ 156.25	\$
RL Dumpster - 1.5 YD	\$ 56.75	\$ 98.48	\$ 143.46	\$ 169.12	\$ 207.65	\$
RL Dumpster - 2 YD	\$ 63.17	\$ 116.70	\$ 171.28	\$ 224.79	\$ 278.29	\$
RL Dumpster - 3 YD	\$ 92.04	\$ 171.28	\$ 252.60	\$ 325.41	\$ 413.13	\$
RL Dumpster - 4 YD	\$ 111.31	\$ 209.80	\$ 306.12	\$ 402.46	\$ 500.93	\$
RL Dumpster - 6 YD	\$ 190.54	\$ 333.95	\$ 475.22	\$ 614.40	\$ 753.53	\$
RL Dumpster - 8 YD	\$ 237.63	\$ 432.43	\$ 627.24	\$ 822.01	\$ 1,016.83	\$
Compactor - 4 YD	\$ 321.11	\$ 642.22	\$ 909.81	\$	-	\$
Compactor - 5 YD	\$ 396.03	\$ 792.06	\$ 1,188.07	\$	-	\$
Compactor - 6 YD	\$ 428.17	\$ 856.29	\$ 1,284.38	\$	-	\$
Compactor - 10 YD	\$ 642.22	\$ 1,284.37	\$ 1,926.60	\$	-	\$
Compactor - 15 YD	\$ 224.79	\$	\$	\$	-	\$
Compactor - 20 YD	\$ 299.83	\$	\$	\$	-	\$
Compactor - 30 YD	\$ 428.17	\$	\$	\$	-	\$
Compactor - 40 YD	\$ 927.36	\$	\$	\$	-	\$
Construction Only - 8 YD	\$ 237.63	\$ 432.43	\$ 627.24	\$ 822.01	\$ 1,016.83	\$
Construction Only - 10 YD	\$ 282.58	\$ 524.46	\$ 768.51	\$ 1,008.28	\$ 1,252.31	\$

Additional commercial sanitation will be charged at:

\$15.01 each additional pick up on a 96 gallon cart

\$20.38 each additional yard

Roll Off Boxes:

20 YD delivery	\$ 94.22
20 YD dump	224.79
30 YD delivery	94.22
30 YD dump	224.79
Roll off return trip	68.55
Roll off round trip	42.82
Roll off turn around	21.45

Special Hauls:

4 YD compactor	\$ 117.77
5 YD compactor	139.17
6 YD compactor	154.14
10 YD compactor	181.98

Special Hauls on Existing and Short Term Service (FL, RL and Side Load Bins):

96 Gallon commercial	\$ 12.86	4 YD	\$ 47.12
300 Gallon	\$ 21.45	6 YD FL	\$ 64.25
400 Gallon	\$ 28.95	6 YD RL	\$ 77.64
1 YD	\$ 12.86	8 YD FL	\$ 83.55

Resolution No. Effective Date:

5

1.5 YD	\$	25.70	8 YD RL	\$	94.30
2 YD	\$	27.86	10 YD RL	\$	107.03
3 YD	\$	34.26			

Bin Placement or Removal:

96 Gallon	\$	10.75
300 Gallon	\$	53.54
400 Gallon	\$	53.54
1 - 8 YD FL	\$	53.54
1 - 10 YD RL	\$	53.54

Daily Rent:

96 Gallon	\$	0.58	1 - 4 YD RL	\$	2.40
300 Gallon	\$	2.40	6 - 8 YD FL & RL	\$	4.85
400 Gallon	\$	2.40	10 YD RL	\$	5.40
1 - 4 YD FL	\$	2.40	20 & 30 YD Roll Off	\$	6.36

Other Service Rates:

Delivery/Removal of Permanent Svc Container	\$	53.54
Make Container Lockable	\$	70.94
Special Haul Return Fee	\$	53.54
Gate Fee (each time)	\$	10.69
Driver Assistance Residential (each time)	\$	6.47
Driver Assistance Commercial (each time)	\$	6.47
Man and Truck 1 hour minimum (hour)	\$	139.17
Commercial Recycling Bin (month)	\$	12.86
Fighting Creek Trip Charge (each time)	\$	203.38
Return Trip Residential (each time)	\$	10.75
Return Trip Container (each time)	\$	53.54
Additional Cart Service	\$	10.74
96 Gallon Cart Exchange (each time)	\$	12.86
Return Trip Recycling (each time)	\$	10.69
Recycling Bin Removal (each time)	\$	10.69
Pack-out Service (special consideration for disabled and elderly) - (month)	\$	8.59
Saturday Pickup (each time)	\$	21.45
Container Wash (each time)	\$	70.94

F. The City Administrator is hereby authorized to establish specific rates for special services or circumstances which do not fit with the categories established hereby, maintaining a proper relationship between the service provided and costs charged by the City's contractor.

MINIMUM MONTHLY UTILITY CHARGE:

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

A. Notwithstanding any provisions of prior resolution to the contrary, every residential

connection to the City reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$23.93 for each month, or part thereof, for every month that reclaimed water disposal and treatment service are available to the property by connection but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial uses shall likewise pay a base monthly reclaimed water charge of \$23.93 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.

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

MISCELLANEOUS UTILITY FEES:

Water Shut Off Fee - Per Occurrence (City of Post Falls)		\$50.00
Water Shut Off Fee - Per Occurrence (Ross Point Water Dist.).		\$50.00
Delinquent Hang Tag Fee - Per Occurrence, Per Dwelling Unit		\$35.00
Pre-Treatment Sampling	Cost plus 15% admin fee	
Dye Test	\$	50.00
Locate Disk (refundable on return)	\$	15.00
Meter Fee	Cost of Meter	
Dig-in-fee	Cost of Labor and Equipment	

ATTACHMENT 2 - RECREATION FEES**Recreation Activities Fees:**

All recreation classes will have \$2.00 added to the listed price that will go directly to the Park Trust Account.

		<u>Resident</u>	<u>Non-Resident</u>
Adult Flag Football	Team	\$ 551.00	\$ 592.00
extra player		\$ 30.00	\$ 30.00
Adult Volleyball Leagues	Team	\$ 220.00	\$ 240.00
extra player		\$ 30.00	\$ 30.00
Archery		\$ 66.00	\$ 66.00
Art in the Park		\$ 34.00	\$ 34.00
Arts Enrichment		\$ 40.00	\$ 40.00
Basketball, Open Gym		\$ 5.00	\$ 5.00
Camp No School Days - per day.		\$ 55.00	\$ 55.00
Camping 101		\$ 55.00	\$ 55.00
Cross Country Skiing		\$ 36.00	\$ 36.00
	Add gear rental	Cost	Cost
Parent Child Program		\$ 40.00	\$ 40.00
extra child		\$ 8.00	\$ 8.00
Day Camp (K - 8th Grade) - per week.		\$ 250.00	\$ 250.00
Dodgeball Tournament	Team	\$ 150.00	\$ 150.00
E-Sports Tournaments		\$ 50.00	\$ 50.00
Flag Football Camp - per week.		\$ 145.00	\$ 145.00
Golf Lessons		\$ 110.00	\$ 110.00
Guitar, Intro.		\$ 50.00	\$ 50.00
Gym, Parent Tot		\$ 45.00	\$ 50.00
Gymnastics		\$ 65.00	\$ 65.00
Hockey Lessons		\$ 70.00	\$ 70.00
Ice Skating Lessons		\$ 110.00	\$ 110.00
Intro. To Bowling		\$ 39.00	\$ 39.00
JACC Classes		\$ 250.00	\$ 250.00
Kickball League		\$ 200.00	\$ 250.00
Kickball Tournament	Team	\$ 150.00	\$ 150.00
Ladies Day Out		\$ 70.00	\$ 80.00
Landscaping Class/Gardening		\$ 22.00	\$ 22.00
Lifeguard Classes		\$ 210.00	\$ 210.00
Martial Arts Classes		\$ 50.00	\$ 50.00
Men's Basketball League	Team	\$ 427.00	\$ 459.00
extra player		\$ 26.00	\$ 26.00
Murder Mystery Party		\$ 70.00	\$ 70.00
Photography Classes		\$ 30.00	\$ 30.00
Pickleball Lessons		\$ 50.00	\$ 50.00
Pickleball Tournament		\$ 75.00	\$ 75.00
Pre K - Kind. Instructional Basketball		\$ 45.00	\$ 53.00
Preschool - Discovery Art		\$ 45.00	\$ 45.00

ATTACHMENT 2 - RECREATION FEES (Continued)

Preschool Holiday Art		\$ 20.00	\$ 20.00
Preschool Workshops		\$ 20.00	\$ 20.00
River City Basketball Tournament	Team	\$ 300.00	\$ 315.00
Rock Climbing: indoor		\$ 31.00	\$ 31.00
Rock Climbing: outdoor	Plus equipment	\$ 155.00	\$ 155.00
Running shoes & Microbrews - 5K		\$ 40.00	\$ 50.00
Safe Sitter		\$ 90.00	\$ 90.00
SkyHawk Camp		\$ 200.00	\$ 200.00
Smart Start Flag Football		\$ 59.00	\$ 65.00
Snow Tubing Trip		\$ 45.00	\$ 50.00
Snowshoe Classes		\$ 36.00	\$ 36.00
Spokane Chiefs Tickets		\$ 25.00	\$ 30.00
Sponsorships	Negotiated		Negotiated
Spring Day Kamp - per week.		\$ 225.00	\$ 225.00
Summer Dance Camp - per week.		\$ 60.00	\$ 60.00
Tennis Camp - per week.		\$ 120.00	\$ 120.00
Tennis, Individual		\$ 50.00	\$ 60.00
Theater Arts		\$ 60.00	\$ 65.00
Triathlon - Adult	Individual	\$ 85.00	\$ 85.00
	Team	\$ 165.00	\$ 165.00
	Late Fee	\$ 15.00	\$ 15.00
Volleyball and Football Clinics		\$ 45.00	\$ 55.00
Volleyball Tournament		\$ 110.00	\$ 110.00
Volleyball, Open Gym		\$ 5.00	\$ 5.00
White Water Rafting Trips		Cost + 50%	Cost + 50%
Winter Day Kamp		\$ 225.00	\$ 225.00
Yoga Class		\$ 39.00	\$ 39.00
Youth Baseball		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Baseball - Smart Hitters		\$ 53.00	\$ 66.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Basketball		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Basketball Camp - per week.		\$ 92.00	\$ 92.00
Youth Competitive Basketball	Team	\$ 478.00	\$ 495.00
extra player		\$ 46.00	\$ 46.00
Youth Dance		\$ 105.00	\$ 105.00
Youth Flag Football		\$ 56.00	\$ 60.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Golf Camp - per week.		\$ 120.00	\$ 135.00
Youth Soccer		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Soccer Camp - per week.		\$ 145.00	\$ 145.00
Youth Sponsorship		\$ 275.00	\$ 275.00
Youth Volleyball		\$ 55.00	\$ 59.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Volleyball - Competitive	Team	\$ 188.00	\$ 214.00
extra player		\$ 29.00	\$ 29.00
Youth Volleyball - Open Gym		\$ 5.00	\$ 5.00
Youth Volleyball Camp - per week.		\$ 120.00	\$ 120.00

Festival/Special Event Fees:

10 X 10 Food Booth	\$335.00
10x15 Food Booth	\$460.00
10x20 Food Booth	\$620.00
10 X 10 Craft Booth	\$175.00
10x20 Craft Booth	\$345.00
10x10 Prepackaged Food Booth	\$280.00
Electricity Fees	\$65.00 per plug / 220 volt outlet @ \$225
Camping Fees	\$150.00
One Day Craft Booth	\$75.00
Odd sized and special activities based upon negotiated activities.	
Event Sponsorship	Negotiated
Other Booth	\$75.00

Centennial Trail User Fee:

Request for special events to use the Centennial Trail will be charged a \$1.00 per user fee that will go towards the upkeep and maintenance of the Centennial Trail.
There is also a re-fundable \$500.00 performance deposit required.

Contracted Programs:

Fees for contracted programs will be that amount established in the contract between the Contractor and the City of Post Falls, which will take into consideration the number of participants, supplies, equipment and Contractor's other costs.

New Programs:

Fees will be set to cover Program hard costs (staff, supplies, marketing, facility rental) plus 30% to cover administrative costs.

Tournaments

Fees will be set to cover the use of the City facilities. Minimum charge is \$100.00 per day and up to \$500.00 per day based on the scope of the event and fees being charged. Fees for field preparation might be charged, as necessary.

Miscellaneous Recreation Fees:

A \$75 fee is charged for the rescheduling and/or forfeit of games in League Sports programs. Late registrations (following the pre-season meeting) for youth sports programs will be assessed an additional \$15.00.

Special Event application fee is \$75.00. Fees set to cover staff time in review of commercial and fund raising event request.

Block Trailer is \$50.00 plus a \$250.00 re-fundable damage deposit.

ATTACHMENT 3 - PARK FEES**Picnic Shelter Fees:**

Grand Pavilion & Tullamore Amphitheater:

	<u>Resident</u>		<u>Non-Resident</u>	
	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 125.00	\$ 250.00	\$ 175.00	\$ 350.00
Non Profit	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00
Business	\$ 175.00	\$ 350.00	\$ 225.00	\$ 450.00

Picnic Shelter/West Lawn Area/Higgins/Tullamore South Pavilion/Black Bay:

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00
Non Profit	\$ 125.00	\$ 200.00	\$ 175.00	\$ 250.00
Business	\$ 150.00	\$ 225.00	\$ 200.00	\$ 275.00

Gazebo/Corbin Park/Falls Park/Syringa

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 50.00	\$ 125.00	\$ 100.00	\$ 175.00
Non Profit	\$ 75.00	\$ 150.00	\$ 125.00	\$ 200.00
Business	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00

General Picnic Shelters:

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 25.00	\$ 50.00	\$ 35.00	\$ 60.00
Non Profit	\$ 30.00	\$ 55.00	\$ 40.00	\$ 65.00
Business	\$ 35.00	\$ 60.00	\$ 45.00	\$ 70.00

Trailhead Shelter

	Weekday *	Weekend/ Holiday **
	(Mon-Thur)	Fri/Sat/Sun)
Regular:	\$100.00/hr.	\$195.00/hr.
Holiday:	\$275.00/hr.	\$295.00/hr.

* Minimum of 2 hours.

** Minimum of 4 hours.

Daily Fees:

<u>Resident</u>		<u>Non-Resident</u>	
Cars	\$ 6.00	Cars	\$ 10.00
RV	\$ 15.00	RV	\$ 30.00
Boat Launch	\$ 15.00	Boat Launch	\$ 30.00
Busses *	\$ 50.00	Busses *	\$ 50.00

* Busses will be classified as any vehicle requiring a commercial drivers license (CDL) to operate.

Season Pass **

<u>Resident</u>		<u>Non-Resident</u>	
Cars	\$ 20.00	Cars	\$ 50.00
Bus	\$ 150.00		\$ 150.00

** Each household within the City limits of Post Falls will receive one complimentary parking pass for Q'Emiln Park per calendar year. Any lost and/or additional passes will result in the required fee. Complimentary parking passes will be verified by a valid drivers license.

Ball/Sports Field Usage Fees:

Use/Reservation of field	\$15.00/hr.
Pre-game prep of baseball fields	\$40.00/time
Pre-game prep of soccer & football fields	\$75.00/time
Additional material (ex: drying agent)	Charged at cost

*Organized league users may be eligible for adjusted fees if supply equipment for City use.

Miscellaneous Items:

Gym Rental	\$20.00/hr.
Community Garden	
4 X 8 Plot	\$ 30.00
20 X 20 Plot	\$ 80.00
Deposit	\$ 40.00

ATTACHMENT 4 - CEMETERY FEES

Burial Lots

Roadside	\$	1,800.00
Middle	\$	1,600.00
Inner	\$	1,400.00
Cremation Lot	\$	1,150.00
2nd Use Lot		Half of lot fee

Blocks 101, 103, 106, 107 & 108

All lots	\$	2,500.00
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Double depth lots are 1.5 X the lot cost

Niche - Top	\$	1,350.00
Niche - Middle	\$	1,300.00
Niche - Bottom	\$	1,250.00

Niches Blocks 100 -155

Row A (top)	\$	1,800.00
Row B	\$	1,700.00
Row C	\$	1,600.00
Row D	\$	1,500.00
Row E	\$	1,400.00
Row F (bottom)	\$	1,300.00

Opening and Closing - Lots

Single depth	Weekdays	\$	600.00
Double depth - 1st	Weekdays	\$	750.00 *
Double depth - 2nd	Weekdays	\$	600.00
Single depth/Top double	Saturday (No Sunday)	\$	800.00
Double depth - 1st	Saturday (No Sunday)	\$	1,050.00 *
Additional to above pricing:			
	After 3 PM	\$	250.00
	Winter Surcharge	\$	75.00
	Holiday Weekend/Saturday	\$	450.00

* plus rental cost of shoring.

Opening and Closing - Niche

Weekdays	\$	400.00
Saturday (No Sunday)	\$	650.00

Additional to above pricing:

After 3 PM	\$	250.00
Holiday Weekend/Saturday	\$	450.00

Miscellaneous

Headstone Locations	\$	125.00
Setting Military Markers	\$	125.00
Setting Markers*		
Moving Markers/Headstones*		
Oversize Headstones*		
Liners	2.5 X Cost	
Deed Transfer	\$	75.00
Engraving	2.5 X Cost	
Sell Lot Back to City	\$	75.00
Temporary Markers	2.5 X Cost	
Markers	2.5 X Cost	
Ancillary Items	2.5 X Cost	
Memorial Tree	\$	1,250.00

*Based upon scope of job

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**ANNEXATION (Standard)**

Annexation Pre-Application Conference	\$600.00 plus \$300.00/follow-up meeting
Annexation Application	\$3,000 w/out major infrastructure (includes one agreement). Negotiated fees with infrastructure issues (includes one agreement). \$500.00 for each additional agreement.
Annexation Fee (paid w/building permit)	\$1,000 per lot per unit (residential) \$0.10 per square ft. of property (non-residential)

BUILDING

Commercial	Valuation
Provisional Certificate of Occupancy	\$250.00 flat fee
Board of Appeals Application Fee	\$150.00 flat fee
Residential Plan Review	25% of building permit to be paid at plan submittal.
Commercial Plan Review	65% of building permit
Commercial Mechanical Plan Review	25% of mechanical permit
Foundation Only Permit	10% of building permit in addition to the full building permit fee
Work Performed with no valid permit	Regular Building/Mechanical permit fee X 2
Retaining Walls	\$4.50 per Linear Foot
Manufactured Home Regular Set	\$150.00 flat fee
Manufactured/Modular Home Foundation	\$400.00 flat fee
Building Move	\$300.00 flat fee
Additions to Residential Homes	\$72.62 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Patio Cover Only	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck Only	\$15.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck w/Cover	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck/Patio Cover and Enclosure	\$25.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Breezeway	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Interior Finish Residential Homes	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
General Building Permit Valuation per Occupancy and Type of Construction	Per Building Safety Journal 7/2008 to establish valuation
Basement - Finished	\$96.83 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Basement - Unfinished	\$77.46 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Pole Building Residential	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Special Inspection/Re-inspection	\$100.00 per hour, one hour minimum
Re-Roof, Residential	\$150 flat fee
Re-Roof, Commercial	Based upon the valuation of the work to be performed, minimum of \$150 fee.
Residing a Structure, Residential	Residential - \$100 flat fee.
Residing a Structure, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Replacing Windows, Residential	Residential - \$100 flat fee.
Replacing Windows, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Changes to Approved plans	\$100 per hour, one half hour minimum.
Each Pole/Monument sign 8 ft. or higher	\$400.00 each
All Other Signs, per type of sign per site	\$200.00 per type
Demolition-Residential per lot	\$200.00 flat fee
Demolition-Commercial per lot	\$300.00 flat fee
Swimming Pool	Based upon the valuation of the work to be performed.

TOTAL VALUATION

\$1.00 to \$500
\$501 to \$2,000
\$2,001 to \$25,000
\$25,001 to \$50,000
\$50,001 to \$100,000
\$100,001 to \$500,000

PERMIT FEE WORKSHEET

\$23.50
\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.

\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof.

MECHANICAL PERMIT FEES

Processing fee on all permits	\$45.00
Furnace, all types under 100KBTU	\$18.00
Furnace, all types over 100KBTU	\$22.00
Misc. venting, C/A, duct modifications	\$15.00
Gas fireplace	\$25.00
Residential range hood	\$16.00
Gas water heater	\$15.00
Ventilating/exhaust fans	\$10.00
Gas piping, each outlet	\$5.00
Clothes dryers	\$16.00
Heat pump, A/C 0-3 tons,	\$16.00
Heat pump, A/C 3+-15 tons,	\$30.00
Heat pump, A/C 15+-30 tons,	\$40.00
Heat pump, A/C 30+-50 tons,	\$60.00
Heat pump, A/C over 50 tons,	\$100.00
Air handlers, Fan coil units under 10,000	\$15.00
Air handlers, Fan coil units over 10,000	\$20.00
Air to air heat exchangers	\$25.00
Evaporative coolers, all types	\$15.00
Type I hood, commercial use	\$16.00/ft.
Type II hood, commercial use	\$16.00/ft.
Solid fuel stoves, inserts, must be listed	\$25.00
Installation/relocation of floor/wall/suspended heaters	\$20.00
Commercial plan review fee	25% of equipment fees.

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

Utility R-O-W	\$100.00
Commercial R-O-W (Base fee)	\$350.00
Residential R-O-W (Base fee)	\$150.00
Utility Trench Inspection	
1 - 200 ft.	\$250.00
201 - 200 ft.	\$350.00
401 - 600 ft.	\$400.00
601 - 800 ft.	\$450.00
Over 800 ft.	\$0.85 per ft.
Curb and Gutter	\$150.00 + \$0.60 per ft.
Sidewalk and Approaches	\$150.00 + \$0.60 per ft.
Swales and Drywells	\$150.00 + \$0.20 per sq. ft. Swale + \$60.00/Drywell
Pavement	\$150.00 + \$0.50 per sq. yard
Water Pressure Test	\$120.00/observed test
Sewer Pressure Test	\$120.00/observed test
Street Tree Inspection	\$40.00 per tree

MAPS

Small Map (24"-35")	\$25.00
Large Map (36" +)	\$35.00
Electronic CD	\$20.00

MAILING AND PUBLICATIONS

Public Notice Mailings	\$1.00 each
Published Notices (billed to applicant)	\$300.00

MISCELLANEOUS**Table A-33-A - Grading Plan Review Fees**

50 cubic yards or less	No fee
51 to 100 cubic yards	\$35.00
101 to 1,000 cubic yards	\$55.00
1,001 to 10,000 cubic yards	\$75.00
10,001 to 100,000 cubic yards	\$75.00 for the first 10,000 cubic yards + \$40.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 to 200,000 cubic yards	\$435.00 for the first 100,000 cubic yards + \$20.00 for each additional 10,000 cubic yards or fraction thereof.
200,001 cubic yards or more	\$615.00 for the first 200,000 cubic yards + \$10.00 for each additional 10,000 cubic yards or fraction thereof.
Other Fees: Additional plan review required by changes, additions or revisions to approved plans	\$100.00 per hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Table A-33-B - Grading Permit Fees¹

50 cubic yards or less	\$35.00
51 to 100 cubic yards	\$55.00
101 to 1,000 cubic yards	\$55.00 for the first 100 cubic yards + \$25.00 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$280.00 for the first 1,000 cubic yards + \$22.00 for each additional 1,000 cubic yards or fraction thereof.
10,001 to 100,000 cubic yards	\$480.00 for the first 10,000 cubic yards + \$100.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 cubic yards or more	\$1,380.00 for the first 100,000 cubic yards + \$55.00 for each additional 10,000 cubic yards or fraction thereof.
Other inspections and Fees:	
Inspections outside of normal business hours (minimum charge - two (2) hours)	\$100.00 per hour ²
Reinspection fees assessed under provisions of Section 108.8	\$100.00 per hour ²
Inspections for which no fee is specifically indicated (minimum charge - one half (1/2) hour	\$100.00 per hour ²

¹ The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Road Closure/Lane Closure	\$150.00
Street/Plat Vacation	\$750.00
Off-Site Improvement Waiver	\$150.00

Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$50.00

SUBDIVISION

Subdivision Pre-Application Conference	\$600.00, \$300.00 follow-up meetings
Minor Subdivision	\$1,000
Subdivision Amendment	\$500
Subdivision Fee	\$2,500.00 + \$50.00/lot
Subdivision Extension	\$150.00
Construction Plan Review	\$2,000.00 + \$50.00/lot >50 lots
Condominium <50 units	\$750.00
Condominium >50 units	\$750.00 + \$10.00/unit >50 units
Final Plat <50 lots	\$600.00
Final Plat >50 lots	\$600.00 + \$10.00/lot >50 lots
Engineering Construction Svcs. (Commercial)	See Commercial R-O-W Fees
Engineering Construction Svcs.(Residential)	\$350.00/lot
Engineering Construction Improvement Agreement	\$750.00

ZONING (Standard & Smart Code)

Smart Code Regulating Plan Review	\$3,500.00
Special Use Permit	\$750.00
Zone Amendment (Map/Text)	\$1,200.00
Variance	\$350.00
Preliminary PUD	\$2,500.00
Final PUD	\$1,000.00
PUD Modification/Amendment Major	\$1,500.00
PUD Modification/Amendment Minor	\$200.00
Comprehensive Plan Amendment (Map/Text)	\$1,200.00
Site Plan Review (Commercial and 3plex+)	\$2,000 per site (two reviews), \$250.00 (additional reviews or meetings).
Administrative Permit	\$300.00
Parking Lot Permit	\$500.00
Tree Installation Fee	\$600.00
Appeal (P&Z, Staff Action, or City Council)	\$350.00
License To Use Real Property	\$1,000.00
Development Agreement Addendum	\$600.00
Fee in lieu for parking	\$6,102.00
Master Sign Permit	\$300.00
Acceptance of Private Road Application	\$2,000.00

SPECIAL EVENTS

Special Event Permit	\$100.00 Parade Fee (No Fee for other events)
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ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**ELECTRICAL**

Residential	
Up to 1,500 sq. ft.	\$130.00
1,501 to 2,500 sq. ft.	\$195.00
2,501 to 3,500 sq. ft.	\$260.00
3,501 to 4,500 sq. ft.	\$325.00
Over 4,500 sq.ft.	\$325 plus \$65 for each additional 1,000 sq. ft. or portion thereof.
New Multi-Family Dwelling (contractors only):	
Duplex	\$260.00
Three or more multi-family unites	\$130 per building plus \$65 per unit.
Existing Residence/Modular, Manufactured or Mobile Homes/Detached Shop/Garage	\$65 fee (one circuit included) plus \$10 per additional branch circuit, up to the maximum of the corresponding square feet of the building.
Spas and Hot Tubs	\$65.00 for each inspection.
Swimming Pools	\$130.00 (covers two (2) mandatory inspections with the exception of lighting.)
Miscellaneous	
Signs	\$65 per sign.
Outline Lighting	\$65 per occupancy.
Other	\$65 per hour.
Requested Inspection	\$65 per hour.
Power has been off for over 1 year.	\$65 per hour.
Plan Check (2 hour minimum)	\$65 per hour.
Temporary Service	\$65 for 200 amps or less; over 200 amps - see Commercial.
Reinspection Fee	\$100.00
Work without permit	Failure to obtain permit prior to commencing work (fee equal to permit).
Commercial/Industrial	
Total Cost of Electrical System (contracted amount)	
Up to \$10,000:	(Total cost of system * 0.02) + \$60
\$10,001 to \$100,000.:	((Total cost of system - 10,000) * 0.01) + \$260
\$100,001 and over:	((Total cost of system - 100,000) * 0.005) + \$1,160
Plan Review Fee	(NEC, Building & Energy Code Compliance) 55% of Electrical Permit Fee.

PLUMBING

Bar Sinks	\$8.00 + \$35.00 processing fee on all permits.
Bath Tub, including shower	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Building)	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Landscape)	\$8.00 + \$35.00 processing fee on all permits.
Backwater Valve	\$8.00 + \$35.00 processing fee on all permits.
Clothes Washer	\$8.00 + \$35.00 processing fee on all permits.
Drain waste/vent piping, alteration/replacement each fixtu	\$8.00 + \$35.00 processing fee on all permits.
Floor Drains/Hub Drains	\$8.00 + \$35.00 processing fee on all permits.
Gas Piping	\$8.00 + \$35.00 processing fee on all permits.
Kitchen Sinks and /or dishwasher	\$8.00 + \$35.00 processing fee on all permits.
Lavatory (wash basins)	\$8.00 + \$35.00 processing fee on all permits.
Lawn Sprinklers from water connect through backflow de	\$8.00 + \$35.00 processing fee on all permits.
Mobile Home W/S Hook up	\$8.00 + \$35.00 processing fee on all permits.
Other	\$8.00 + \$35.00 processing fee on all permits.
Radiant Head (Quantity equals # of zones)	\$8.00 + \$35.00 processing fee on all permits.
Sewer Ejector/Sump Pump	\$8.00 + \$35.00 processing fee on all permits.
Sewer Service	\$8.00 + \$35.00 processing fee on all permits.
Showers	\$8.00 + \$35.00 processing fee on all permits.
Utility Sinks	\$8.00 + \$35.00 processing fee on all permits.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

Water Closet (toilet)	\$8.00 + \$35.00 processing fee on all permits.
Water Heater	\$8.00 + \$35.00 processing fee on all permits.
Water Piping, alteration or replacement, each fixture.	\$8.00 + \$35.00 processing fee on all permits.
Water Service	\$8.00 + \$35.00 processing fee on all permits.
Water Softener	\$8.00 + \$35.00 processing fee on all permits.
Residential Fire Sprinkler Supply from Domestic Water System	\$65.00 (up to 16 heads)
Residential Fire Sprinkler Supply from Domestic Water System.	\$4.00 per head (17 heads and up)
Commercial Fee Schedule	
Up to the 1st \$20,000	3% of the contract price.
\$20,001 to \$100,000	2% of the contract price.
\$100,001 to \$200,000	1% of the contract price.
Over \$200,001	.5% of the contract price.

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multimodal	Fire	EMS	Total
Residential							
	Per Housing Unit						
Multi-Family	\$ 4,907.00	\$ 959.00	\$ 1,836.00	\$ 1,056.00	\$ 1,273.00	\$ 139.00	\$ 10,170
Single-Family	\$ 6,591.00	\$ 1,289.00	\$ 3,247.00	\$ 1,419.00	\$ 1,273.00	\$ 139.00	\$ 13,958
Non-Residential							
Commercial /Shopping Center	N/A	\$ 1.27	\$ 6.49	\$ 1.40	\$ 0.63	\$ 0.09	\$ 9.88
Office	N/A	\$ 0.51	\$ 2.54	\$ 0.55	\$ 0.63	\$ 0.09	\$ 4.32
Light Industrial	N/A	\$ 0.26	\$ 1.29	\$ 0.29	\$ 0.63	\$ 0.09	\$ 2.56
Manufacturing	N/A	\$ 0.21	\$ 1.03	\$ 0.23	\$ 0.63	\$ 0.09	\$ 2.19
Warehousing	N/A	\$ 0.10	\$ 0.46	\$ 0.11	\$ 0.63	\$ 0.09	\$ 1.39
Mini-Warehouse	N/A	\$ 0.09	\$ 0.40	\$ 0.10	\$ 0.63	\$ 0.09	\$ 1.31
Elementary School	N/A	\$ 0.66	\$ 3.36	\$ 0.72	\$ 0.63	\$ 0.09	\$ 5.46
Middle School/Junior High	N/A	\$ 0.68	\$ 3.47	\$ 0.76	\$ 0.63	\$ 0.09	\$ 5.63
High School	N/A	\$ 0.48	\$ 2.42	\$ 0.54	\$ 0.63	\$ 0.09	\$ 4.16
Day Care	N/A	\$ 1.61	\$ 8.19	\$ 1.75	\$ 0.63	\$ 0.09	\$ 12.27
Church	N/A	\$ 0.36	\$ 1.81	\$ 0.40	\$ 0.63	\$ 0.09	\$ 3.29
Assisted Living	N/A	\$ 0.22	\$ 1.09	\$ 0.24	\$ 0.63	\$ 0.09	\$ 2.27
Nursing Home	N/A	\$ 0.34	\$ 1.73	\$ 0.37	\$ 0.63	\$ 0.09	\$ 3.16
Recreational Community Center	N/A	\$ 1.48	\$ 7.51	\$ 1.62	\$ 0.63	\$ 0.09	\$ 11.33
Hotel (per room)	N/A	\$ 425.65	\$ 2,176.85	\$ 466.07	N/A	N/A	\$ 3,068.57
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	\$ 0.63	\$ 0.09	\$ 0.72

ATTACHMENT 6 - PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

First Offense	\$ 25.00
Second Offense	\$ 50.00
Third Offense	\$ 100.00

Animal Control Impound Fees

Impound For (up to 72 hours)	\$ 25.00
After 72 hours	\$10.00/Day

Animal Control Licenses

Spayed/Neutered Canine	\$1.25/Month
Not Spayed/Neutered Canine	\$2.25/Month
Spayed/Neutered Cat	Free
Not Spayed/Neutered Cat	Will Not License
Miniature Pig	\$25.00 (one-time fee)
Adoption Fee	\$40.00

Police Department Fees and Fines

VIN Inspections	\$ 5.00
Vehicle Storage	\$15.00/Day
Parking Fine	\$ 20.00
Fingerprinting	\$10.00 first card \$5.00 each additional card
Salvage Permit Fee - 30 days	\$ 75.00
Salvage Permit Fee - 6 months	\$ 300.00*

*eligible for a \$50 refund/month if vehicle(s) is removed from the premises prior to the expiration date of the permit

Use of Police Department Community Room

Refundable Cleaning & Damage Deposit	\$ 25.00
Use of Audio/Visual Equipment	\$10.00/Day
Special Room Configuration and Setup	\$25.00 minimum
Room Use	\$ 25.00

The revise First Offense	\$	25.00
Second Offense	\$	50.00
Third Offense	\$	100.00

Title 5 Fees

Sexually Oriented Business	\$300.00 Annually
Bathhouses & Massage Parlors	\$300.00 Annually

ATTACHMENT 7 - ADMINISTRATIVE FEES**Business Licenses & Regulations**

Alcoholic Beverage Licenses

Beer (off premises)	\$ 50.00	Annually
Beer (on premises)	\$ 200.00	Annually
Wine (off premises)	\$ 200.00	Annually
Wine (on premises)	\$ 200.00	Annually
Liquor/Wine (on premises)	\$ 562.50	Annually
Liquor/Wine (club)	\$ 281.25	Annually
Liquor/Wine (golf course)	\$ 300.00	Annually
Catering Permit	\$ 20.00	Daily
Door to Door Solicitation (180 days only)	\$ 25.00	Annually
Merchant Security Police	\$ 25.00	Annually
Business Licenses	\$ 25.00	Annually

Media Department

Use of audio/visual equipment, including but not limited to presentation equipment in the Council Chambers	\$35.00/hr.
Maximum Daily Fee	\$ 150.00
Taping/broadcast and facility use	\$50.00/hr.

City Hall Area Use Fee

Rotunda	\$ 100.00
Council Ante Room	\$ 50.00
Council Chambers	\$ 200.00
Plaza- Full Day	\$ 250.00
Plaza- Half Day	\$125.00
Carpet Soiling Surcharge	\$ 50.00

Deposit

Rotunda	\$ 50.00
Council Ante Room	\$ 25.00
Council Chambers	\$ 75.00
Plaza	\$ 150.00

Miscellaneous

City Street Renaming	\$ 250.00
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ATTACHMENT 8 - LOCAL IMPROVEMENT DISTRICT FEES

2 % Penalty	Charged after 30 day grace period
Idaho State judgment rate of interest, not to exceed 10% per annum	Charged as of delinquency certificate filing
Professional Services Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay
Early Pay-off Fee	Current LID principal, interest and penalty balance + calculated interest for current year + one year interest + a 2% penalty (calculated on the total aforementioned amounts)
Segregation Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay

ATTACHMENT 9 - RECORDS & COPY FEES

Records Oversight & Copy Fee Schedule - consistent with Records Policy and Idaho Law (no research or redaction required; over 100 copies or over 2 hours of copying or hours of records oversight, cumulatively - first 100 copies of back and white per 8 1/2" x 11" image area at no charge so long as can be done in less than 2 hours)

Black and White Copies	\$0.05 per page (not to exceed 11"x17")
Color Copies	\$0.10 per page (not to exceed 8 1/2"x11")
DVD Copies	\$1.00 each
CD Copies	\$1.00 each
Photos	\$2.00 each per 8 1/2"x10" or smaller image
VHS Tape (PD)	\$2.00 each
Oversized Documents (greater than 11"x17")	Net cost of duplication by outside vendor
Records examination oversight (for services beyond 2 hours in any calendar year)	Lowest hourly wage plus benefited amount of any employee qualified to assist in the records research and oversight
Examination for redaction of confidential information	Lowest hourly wage plus benefited amount of any employee qualified to assist in the records research and oversight. Legal services concerning redaction examination will be charged at the hourly wage plus benefited amount, of the least paid attorney who is qualified to process the request.

Records sought to be copied must be City records that actually exist. The City does not perform research projects for those who request records that require compilation. Records examination and copying must conform to available personnel to assure that regular City business can be maintained.

Prepayment is required for any records-related activities that exceed 2 hours during any calendar year. Prepayment amounts will be based upon good faith estimates of time and resources required. When records have been produced pursuant to a prepaid request and the amount prepaid exceeds actual costs, the City will refund any balance that is not expended in provision of services or copies. Copying will not be completed unless prepaid, as required.

Serial records requests that are related to one another in any way will be treated as one request for purposes of calculating, copying, or records oversight charges.

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

Records produced pursuant to this fee schedule and the policy it accompanies shall not be used for mail or telephone solicitation as prohibited by law. A person requesting such records may be asked to affirm compliance with such requirement by signature on a request form or similar document.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Water Reclamation Facility Tertiary Treatment Project - Contract Amendment with Panhandle Area Council

ITEM AND RECOMMENDED ACTION:

Staff requests City Council approval of the contract amendment to increase the contract value with Panhandle Area Council (PAC), authorization of the Mayor to sign the contract amendment and authorization of a contingency for the contract amendment.

DISCUSSION:

The City received a loan offer in late 2017 from the Idaho Water Pollution Control State Revolving Loan Fund (SRF) for Tertiary Treatment 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 has hired PAC to provide these required services. Completion of the Tertiary Treatment Improvements continues to experience delays. As PAC is the City's consultant for wage compliance services, staff is requesting a contract Amendment to extend these services through December 2024. This extension of PAC's services is a projection of the anticipated construction completion of the Tertiary Treatment improvements. The city is managing several consultant contracts for services related to construction of the WRF Tertiary Treatment Project. Apart from the contract amendment with PAC, review of these contracts and their billing projections may need to be revisited for an extension of services, based on project schedule updates from the contractor. As the contract days with the contractor have run, the city is reviewing the contract schedule updates with the contractor along with their request for additional time. These requests are being reviewed on its merits and in conformance with the terms of the construction contract and prior contract changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This project has been in progress since 2018. Below are the most recent items:

Amendment to J-U-B Contract for Schedule – 4/16/2024
Amendment to PAC Contract for Schedule Extension – 4/16/2024
Change Order with Sletten for CPI adjustment and Schedule Extension – 4/2/2024
Staff report and project status update – 2/20/2024
Change Order with Sletten for Escalation and Schedule Extension – 11/15/2023

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 reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Council approval is requested in the amount of \$9,040. The adjusted contract value with PAC will be \$109,386. Staff requests a contract contingency of \$2,260. The total request is of this Amendment is \$11,300. Additional Services utilizing contingency funds will require written authorization from the Public Works Director or his Designee. The increased costs for the project will be funded from the Water Reclamation Facility Capital Fund. Due to growth related revenue exceeding projections, and to delays in other projects under the current financial plan, neither rate increases nor substantial delays in other projects are anticipated to result from this change.

BUDGET CODE:

651-463.3213.90015

ATTACHMENTS:

1. WRF Tertiary - PAC Amendment 4 - CITY to REVIEW & SIGN
2. 91624 WRF Tertiary Treatment Improvements PAC Contract Amendment (PPT Presentation)

**AGREEMENT between
CITY OF POST FALLS and PANHANDLE AREA COUNCIL
for WAGE COMPLIANCE SERVICES
regarding the
POST FALLS WRF TERTIARY TREATMENT IMPROVEMENTS PROJECT**

AMENDMENT #4

The Agreement dated April 7, 2020, Amendment #1 dated November 1, 2022, Amendment #2 dated January 1, 2024, and Amendment #3 dated May 1, 2024 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 August 31, 2024 to December 31, 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 September 1, 2024, and will conclude December 31, 2024. The value for services will increase by 5% at \$2,260 per month, for a total NTE of \$9,040 for services performed. All other Articles and Attachment A of the April 7, 2020, Agreement between the City and PAC remain.

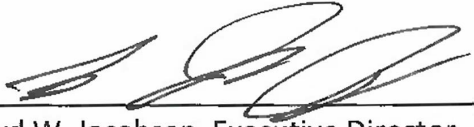
THE OWNER
CITY OF POST FALLS

Ronald G. Jacobson, Mayor

Date

Attest

THE CONSULTANT
PANHANDLE AREA COUNCIL, INC.



Lloyd W. Jacobson, Executive Director

8/23/24

Date



Attest

Water Reclamation Facility Contract Amendment with Panhandle Area Council

Andrew Arbini, Projects Division Manager
Public Works Department
September 16, 2024



Summary

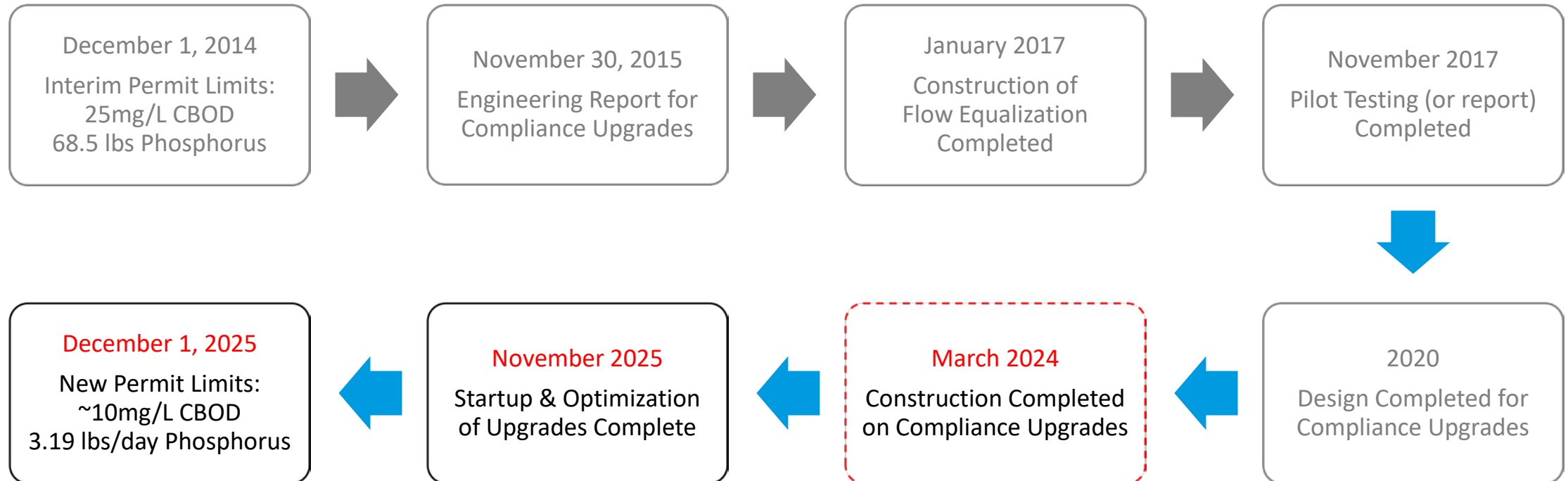
- Overview of Tertiary Treatment Project
 - Purpose, Summary
- Contract amendment with Panhandle Area Council (PAC)
- Project Update
- Contract Update
- Questions and Discussion

Project Goals

1. Satisfy NPDES Permit Compliance Schedule
2. Anticipate increased capacity needs
3. Maximize long-term return on investment
4. Avoid duplicate future upgrades

Project Overview

Compliance Schedule



Contract Amendment with PAC

- Wage Compliance Services ensure conformance with prevailing wage requirements
- Requirement of the project funding source – Project loan with Idaho Department of Environmental Quality

Contract increase (this Amendment)	\$9,040
Requested Contingency	<u>\$2,260</u>
Total request	\$11,300

*Monitoring city contracts related to this project for billing projections and remaining level of services against the projected project completion

Project Update

In progress:

- Membrane Filtration System in progress for initial start-up
- Chemical storage and conveyance system
- Demolition of existing/old Ultraviolet Treatment System
- Building facade, site improvements and restoration in progress

Completed or near complete:

- City operation of secondary treatment improvements
- City operation of the Ultraviolet Facility
- City operation of the Tertiary Clarification Facility (pending chemical dosage)



**New Secondary
Clarifier 8**

**New Plant Drain
Pumping Station**

**New Membrane Filtration
Building and Outdoor
Chemical Storage**

**New Ultraviolet
Disinfection Building and
Utility Water Pump Station**

**New Tertiary Plate
Settler Building**

**Oxidation Ditch
6 Expansion**





Contract Update

- City contractual rights have not been waived
- No new additions of time to the contract
- Reviewing contractor requests on individual merits and in conformance with the terms of the contract and contract changes to-date

*Updates and/or City Staff recommendation at a future City Council meeting

Questions



CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: City Hall Remodel Project – Audio Visual Contract with Avidex

ITEM AND RECOMMENDED ACTION:

Staff request City Council approval of the contract with Avidex to provide Audio Visual equipment and services for the City Hall Remodel, authorization of the Mayor to sign the contract documents, and authorization of a contingency for the contract.

DISCUSSION:

City Staff issued a Request for Proposals to complete audio visual upgrades for City Hall related to the remodel project. Avidex submitted the proposal best meeting the project criteria and a contract was then negotiated.

The work is divided in two categories. The first is to upgrade the controls for the City Council Chamber. The existing control system is outdated and the small company which originally installed them has closed due to retirement. Replacement parts are difficult to obtain. Under this contract, Avidex will provide a digital system, capable of more reliable streaming services and with more configuration options for public meetings. Included in this work is a sound control processor which can serve the entire building. The second component is to add microphones, speakers, and screens to the new conference room on the second floor. This will facilitate holding public meetings in this space.

The value of this contract is \$140,724.97. A construction contingency in the amount of \$5,000 is requested, for use in the event additional work or contract changes are required. The Public Works Director or his designee will authorize changes up to the authorized contingency. Council approval is requested for the total amount of \$145,724.97, to include the contract value and the contingency.

Project construction is expected to be complete by the end of 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Construction Bid Award – June 4, 2024
Design Review Workshop – December 19, 2023
Design Contract Amendment #2 – November 7, 2023
Design Contract Amendment #1 – August 2, 2023
Design and Study Contract – March 7, 2023

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for the City Hall Remodel will come from the City's Facilities Fund. After receiving cost proposals for Audio Visual services and for Furnishings, the total estimated costs of the project total \$1.3M, slightly up from prior projections. This cost remains compatible with the implementation of the

City's 2021 Capital Facilities Plan.

BUDGET CODE:

011-491.1801.93163

ATTACHMENTS:

1. City of Post Falls 2024.08.02 Contractor Contract Avidex Notarized
2. City of Post Falls - 2nd Floor Conference Room & Council Chambers Proposal v4 - Avidex
3. Avidex-SOQ-2024
4. 091624 Remodel Audio Visual and Furnishing Contracts

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Public Works
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

CONTRACTOR:

Avidex
2018 E Riverside Ave, Suite 1, Spokane, WA 99202
Project Manager: Derrick Green, Phone: 509-455-6875
Email: derrick.green@avidex.com

THIS CONTRACT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Avidex, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, having offices for the transaction of business at 2018 E Riverside Ave, Suite 1, Spokane, WA 99202 hereinafter referred to as the "**Contractor**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the city desires to obtain and install audio visual equipment for the City Hall; and

WHEREAS, the Contractor has been awarded the contract for the City Hall Remodel Audio Visual Work according to request for Proposals issued in July 2024, which is incorporated herein by reference.

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 Contractor and the Contractor hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit "A"**, which is incorporated herein by this reference.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. PROJECT LOCATION: This project is to be located at the City of Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID.

2.2. SCOPE/STATEMENT OF WORK: The Contractor shall complete improvements as set forth in the plans and specifications described above, in said City, furnishing all labor and materials, therefore according to the plans and specifications and this contract. All material shall be of the high standard required by the plans and specifications and approved by the City and all labor performed shall be of first-class workmanship and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

2.3. ASSIGNABILITY: The Contractor may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Likewise, the Contractor may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

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

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

ARTICLE 3. COMPENSATION

3.1. COMPENSATION: The City agrees to pay Contractor the sum of **\$140,724.97** for successful completion of the work per the Contract Documents. Contractor will submit pay applications monthly with a certified estimate of the work completed up to the date of the pay application. The City will make payment, less 5% retainage and the amount of any disputed work, within forty-five (45) days of receipt of the pay application. Upon successful completion and acceptance of the work, including receipt of releases from subcontractors, suppliers and the State Tax Commission, the City will release its retainage and pay the remainder of the contract price.

3.2. LIQUIDATED DAMAGES: The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work on or before December 15, 2024 shall result in damages sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine.

ARTICLE 4. BONDING AND INSURANCE

4.1. PERFORMANCE BOND: No bond is required for this work.

4.2. INSURANCE: The Contractor will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Contractor'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 Contractor. 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 Contractor's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Contractor. 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 Contractor.

4.3. GENERAL LIABILITY INSURANCE: The Contractor shall indemnify, defend and hold the City harmless from all claims arising from the Contractor's actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the City as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

4.4. WORKERS COMPENSATION: The Contractor 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 Contractor fail to maintain such insurance during the entire term hereof, the Contractor will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

4.5. FAILURE TO COMPLY: Failure of the Contractor 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 Contractor'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 Contractor due for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

5.1. TERMINATION BY CONTRACTOR: This Agreement may be terminated by the Contractor upon

thirty (30) days' prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Contractor.

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City with or without cause immediately upon written notice to the Contractor. In the event of termination of a Contract through no fault of the Contractor, the City agrees to pay the Contractor for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Contractor 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 Contractor, must reimburse the City for all reasonable costs associated with the replacement of the Contractor 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 Contractor 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. CONTRACTOR TO INDEMNIFY CITY: The Contractor 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 Contractor performed under this Agreement by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents, or employees. The Contractor'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) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor'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. Contractor's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Contractor's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Contractor agrees that in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which they are engaged is of a transitory character and that in the pursuit thereof, their property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

(1) To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

(2) That if the said taxes, excises, and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon their property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

(3) That in the event of their default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable. The Contractor's professional liability to the City (including Contractor's officers, directors, employees, and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Contractor'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 Contractor's services under this Agreement and any continuation or extension of such services.

ARTICLE 8. GENERAL CONDITIONS

8.1. N/A

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

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

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

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

8.6. WAIVER: No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law

shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

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

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

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

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 personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

8.16 NONDISCRIMINATION: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor 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 Contractor further agrees to comply with all the Nondiscrimination Requirements contained in **Exhibit "B"**, which by this reference is incorporated herein.

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

(1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, then Contractor certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

(2) **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.

(3) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

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

1. Change Orders; and
2. This Agreement; and
3. Exhibit "A" Request for Proposals and Proposal; and
4. Exhibit "B" Nondiscrimination Requirements; and

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: September ____, 2024

CONTRACTOR

Anthony Ray Griffiths

Anthony Ray Griffiths, General Manager
Avidex
Date: September 5, 2024

State of Washington)
: ss
County of King)

On this 05 day of September, 2024 before me, a notary for the State of Washington, personally appeared Derrick Green who, being by me first duly sworn, declared that he is a General Manager at Avidex 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



[Signature]

Notary Public for the State of Washington
Residing at: Redmond
My Commission Expires: Nov 14th, 2027

Exhibit A

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/contractor, 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

2nd Floor Conference Room & Council Chambers

AUDIOVISUAL SOLUTION PROPOSAL

100230312

Version 4



Submitted by
Derrick Green



2018 East Riverside Ave, Ste 1, Spokane, WA 99202 | 509.455.6873

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For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and City of Post Falls shall be referred to as “Client”.

INTRODUCTION

Avidex is an award-winning team of AV industry veterans specializing in the design and integration of innovative, custom, AV, and IT solutions. Our systems incorporate a broad range of cutting-edge technologies that empower our clients to effectively communicate their message. From digital signage to video conferencing, distance learning rooms, and presentation systems, we bring the most user-friendly and effective solutions to our clients. Avidex is a PSNI Global Alliance affiliate and the 8th largest AV integrator in the U.S. Avidex is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

Avidex delivers innovative AV solutions that enable organizations and enterprises to collaborate, create, and share ideas through state-of-the-art audio visual and unified communication technologies. Avidex specializes in creating an unparalleled client experience in the use of collaborative audiovisual solutions as a national AV and UC integrator providing design, build, and service excellence.

Our work will be completed at 408 N Spokane Street, Post Falls, ID 83854 in the following rooms/spaces:

- 2nd Floor Conference Room.
- Council Chambers

SCOPE

2nd Floor Conference Room

The City of Post Falls is building a new conference room on the 2nd floor. This space is intended to be a multi-use presentation and video conferencing space. This proposal would provide for a comprehensive space featuring 2 98” 4k Ultra HD displays, 2 video conferencing cameras, a room control and audio processing core, in ceiling speakers and amplification, a complete microphone system, as well as a 7” touch panel for control.

❖ Audio

➤ Ceiling Microphone

- A ceiling-mounted BFA (Beamforming Array Microphone) will capture all attendees in the room and provide in-room speech to the far-side participants as well as the recording device.

➤ Wireless Microphones

- Qty. (1) Handheld and Qty. (1) Lavalier microphones will be provided for close micing of key speakers and presenters while amplifying their voice in the room.
- Speakers
 - Qty. (8) Ceiling Speakers will be installed. Even coverage of the room will lower the required overall SPL (Sound Pressure Level) for clear communication.
- Assisted Listening Systems (ALS)
 - Radio Frequency (RF) ALS systems to be provided to meet ADA requirements.
- ❖ Video
 - Displays
 - Qty. (2) 98" 4K Flat Panel Displays will be installed for clear viewing of room participants.
 - Input Devices
 - Qty. (1) AVoIP (Audio Video over Internet Protocol) Encoder will be rack located to transport video and audio from an *owner-provided PC* to be distributed to the in room displays. A Wireless Presentation Device will be rack mounted and additionally connected to the rack encoder.
 - A Bring Your Own Device (BYOD) connection will be provided at the main display that will allow the video and audio peripherals of the system to connect to a participant's computer for alternate conferencing or content sharing.
 - Cameras
 - Qty. (1) Wide-Angle EPTZ (Electronic Pan-Tilt-Zoom) camera will be installed at the front of the room to capture room participants.
 - Qty. (1) Standard PTZ camera will be installed at the rear of the room and be capable of a tight shot of the presenter.
- ❖ Control
 - Shared Headend
 - The DSP and Room Headend will be shared between the Chambers and 2nd Flor Conference Room and located within the Chambers Tech Room. This will allow overflow programming of the 2nd Floor Conference Room.
 - Avidex will run fiber from the Chambers to the 2nd Floor Conference Room to accommodate the shared systems.
 - Touchscreen Controller
 - A 7" Touchscreen Controller will be provided as control of the systems.

- Recording
 - The systems will feature a recording device that will be controllable via a Web Graphical User Interface (GUI). This device will require connection to the local wireless network for end user control. The device will allow capture and or streaming of sessions within the room.
- ❖ Project Management
 - Avidex staff will coordinate the installation schedule with the Owner and Other Trades as necessary to provide a smooth installation and commissioning experience.
- ❖ Training
 - Qty. (1) 4-Hour Training will be provided for owner staff.
- ❖ Documentation
 - Avidex will retain records of as-built drawings, device information, and software programming.

Optional Display

An optional 65" standard display may be added to the 2nd Floor Conference Room system that will mirror the 98" displays in the space.

Council Chambers

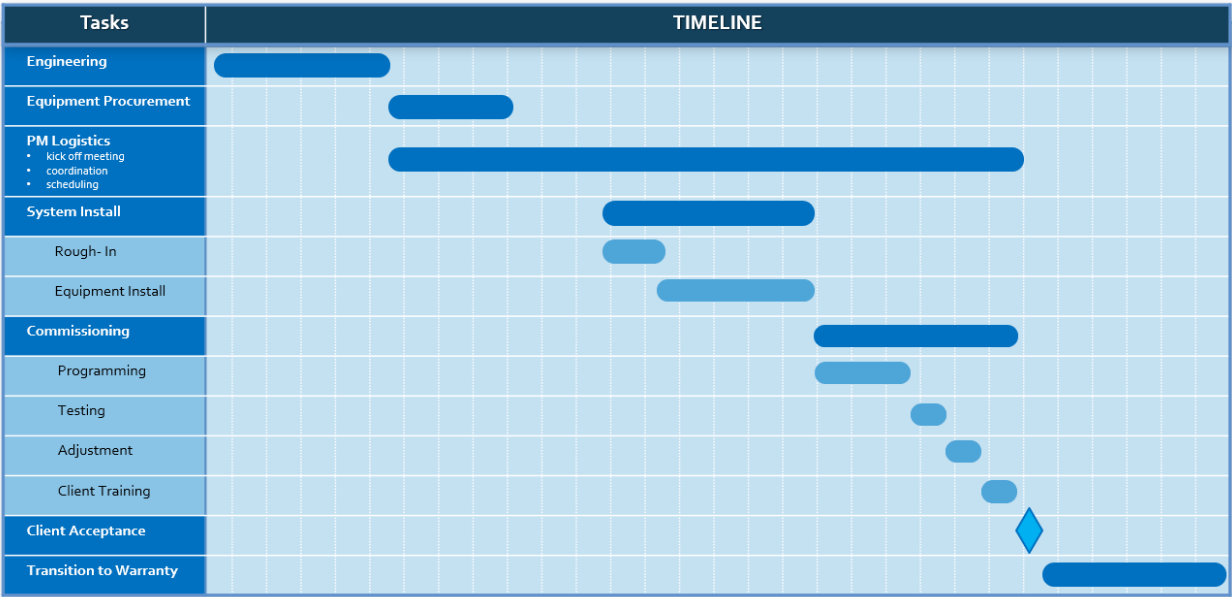
Avidex will be providing upgrades to the existing Council Chambers at the City of Post Falls. Upgrades include a DSP (Digital Signal Processor) Room Controller, multiple touch screen controllers, AVoIP signal transport, audio amplification, and additional wireless microphones. Systems will be programmed in a way that allows for simple operation from staff and allows comprehensive control and automation for the room.

- ❖ Audio
 - Amplification
 - Qty. (5) Channels of Audio Amplification will be provided to replace existing amplification. This will allow automation from the DSP and provide control of the zone volume from the touchscreens.
 - Wireless Microphones

- Qty. (2) Gooseneck Microphones will be added at the staff positions to expand on the existing microphone systems.
- Qty. (2) Wireless Microphones that meet FCC standards will replace existing systems. Existing wireless will be removed from the room as the frequency has been made illegal to use per the FCC.
- ALS (Assisted Listening)
 - Owner-Existing ALS systems will be reconfigured and installed into new systems. This will bring the room up to code with ADA requirements.
- ❖ Video
 - AVoIP (Audio-Video over Internet Protocol)
 - AVoIP will be the new signal transport for in-room content and screens, this will allow control via the touchscreens.
 - Qty. (2) AVoIP Decoders will feed the existing control room switcher.
 - Qty. (2) Decoders will provide content for the existing projectors.
 - Qty. (4) Encoders will provide content ingest at the Clerk, Staff, Presenter, and Room Zoom PC locations.
- ❖ Control
 - Touchscreen Controller
 - Qty. (2) 7" Touchscreen Controllers will be provided as control of the systems.
 - Staff Desk
 - Control Room Desk
 - Simplified controls will be provided for the operators of the room systems.
- ❖ Project Management
 - Avidex staff will coordinate the installation schedule with the Owner and Other Trades as necessary to provide a smooth installation and commissioning experience.
- ❖ Training
 - Qty. (1) 4-Hour Training will be provided for owner staff.
- ❖ Documentation
 - Avidex will retain records of as-built drawings, device information, and software programming of Avidex provided systems.

SCHEDULE

We will work with you to finalize a schedule that meets the implementation requirements of the project. The chart below identifies various phases in the overall process. Please note that each job is unique and will have its own installation schedule that will be agreed upon between Avidex and the client.



PRICING

2nd Floor Conference Room

EQUIPMENT AND MATERIALS	\$46,084.00
MANUFACTURER EQUIPMENT AND SOFTWARE MAINTENANCE	\$248.00
TECHNICAL SERVICES - includes audiovisual engineering, offsite and on-site installation and wiring, coordination and supervision, testing, checkout, owner training and New System Warranty. This proposal includes non-union labor for all activities.	\$34,655.00
GENERAL & ADMINISTRATIVE	\$810.00
PROJECT SUBTOTAL	\$81,797.00
SHIPPING ESTIMATE - Applicable shipping charges will be added to invoices	\$1,144.29
SALES TAX ESTIMATE - Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$0.00
ESTIMATED PROJECT TOTAL	\$82,941.29

Optional Display - \$4,987

An optional 65" standard display may be added to the 2nd Floor Conference Room system that will mirror the 98" displays in the space. Includes display, A/V Decoder, Micro-Adjust Tilt mount & technical services.

Council Chambers

EQUIPMENT AND MATERIALS	\$18,319.00
MANUFACTURER EQUIPMENT AND SOFTWARE MAINTENANCE	\$0.00
TECHNICAL SERVICES - includes audiovisual engineering, offsite and on-site installation and wiring, coordination and supervision, testing, checkout, owner training and New System Warranty. This proposal includes non-union labor for all activities.	\$33,492.00
GENERAL & ADMINISTRATIVE	\$519.00
PROJECT SUBTOTAL	\$52,330.00
SHIPPING ESTIMATE - Applicable shipping charges will be added to invoices	\$466.68
SALES TAX ESTIMATE - Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$0.00
ESTIMATED PROJECT TOTAL	\$52,796.68

TECHNICAL SERVICES

The integration process incorporates everything needed to provide a complete, “turnkey” audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as outlined within this document.

Avidex follows industry-certified and documented processes which have been proven successful in assuring that each system is installed as intended.

The following describes our scope of work and project deliverables for Integration Services.

PROJECT MANAGEMENT

- Responsible for client communication throughout the project duration
- Coordinate all activities with designated client representative
- Avidex will participate in meetings as required to complete the project and coordinate with other trades. Attendance at weekly coordination meetings is not included in this agreement
- Monitor project implementation
- Provide scheduling for and oversight of the Avidex team
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project
- Coordinate any site conditions that may necessitate audiovisual system changes
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems
- Verify project completion
 - Confirm completion of system testing
 - Assure completion of any punch list items

ENGINEERING

- Prepare all system documentation necessary for the installation of the project.
 - System functional diagrams
 - Facilities drawings (equipment locations)
 - Control system program requirements
- Provide and implement control systems programming
- Test and debug system
- Oversee final systems testing and commissioning
- Adjust and balance system settings
- Mark and record final system settings

CONTROL SYSTEM PROGRAMMING

- Create AV control system code
- Design and create user interface (UI)
- Test and debug control system

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables
- Install structural mounting systems for all audio-visual equipment
- Mount and terminate all AV connection plates
- Install all AV equipment
- Site clean-up and trash disposal, etc.
- Assure that all installed systems are operating as proposed
- Assist engineering with systems testing and debugging
- Provide or assist in providing end-user training

TRAINING & DOCUMENTATION

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide the users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system.

Documentation will include record drawings and manufacturer's equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer. A laminated operation 'cheat sheet' that outlines common usage for end users will be provided.

Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance manuals are not included in the final documentation.

PROVISIONS

- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- The client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by the client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- The client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Client's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job and is not used as a result of any customer changes to the design, or refused by the client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% of the sales price restocking fee, plus any incurred freight.
- The agreed upon completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by the Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex's control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00AM and 5:00PM. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a credit and contract term review, an approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex with such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall be proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching, or finishing architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of client furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing

NEW SYSTEM WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use, whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will use cloud-based monitoring to assist with and facilitate incident resolution, where applicable.
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing.
- Avidex will reinstall the repaired or replaced equipment and test the system.
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty.

Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage.
- Repair of Client Furnished Equipment.
- After hours 24x7 Helpdesk support.
- Guaranteed on-site response time.
- Remote system reporting, or the sharing of system performance data.
- Before- or after-hours on-site response.
- Proactive support or preventive maintenance.
- Training.
- Spare or loaner equipment during equipment repair period.
- Warranty coverage for client acts of negligence or misuse.

PAYMENT TERMS

All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. **This proposal is valid for 20 days from the date appearing on the cover page.**

- Monthly progress invoices will be issued with net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

AUTHORIZATION TO PROCEED – INTEGRATION SERVICES

This document serves as a Notice to Proceed to Avidex in advance of a customary Purchase Order or Contract. Alternatively, this document may serve as a formal Purchase Order to Avidex only in the event the Customer does not or cannot generate a formal Purchase Order or Contract to Avidex. In either event, this agreement creates a binding contract between Avidex and the Customer. Avidex is acting in good faith that the individual signing this document on behalf of the Customer is duly authorized to enter into this binding agreement. I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

Submitted by: Avidex Industries, LLC

_____	_____	07/17/2024
Name	Signature	Date

Client Approval:

_____	_____	_____
Client Name/Title	Signature	Date

Internal Avidex Approval:

_____	_____	_____
Name	Signature	Date

Each party agrees that any electronic signatures above, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed signature page to this Agreement by e-mail attachment, other means of electronic transmission with authorization to attach it to this Agreement, or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

Attachments:

Integrated Systems Terms & Conditions

INTEGRATED SYSTEMS TERMS & CONDITIONS

1. AGREEMENT SUM AND TAXES AND CREDIT APPROVAL

The client shall pay Avidex in current US dollars for performance of the work within this agreement, and for any additions or deductions that are mutually agreed upon by written change of order. Avidex will invoice the Client for all imposed and applicable sales, excise and/or use taxes associated with the sale of goods and/or services. All proposals and quotations are subject to final credit approval and documentation acceptable to Avidex.

2. PAYMENT TERMS

Avidex will submit invoices for work performed based upon the payment terms mutually agreed upon presented on the signature page. Unless otherwise provided, Avidex will invoice for materials and equipment not yet incorporated into the project work but delivered and suitably stored on or off the project worksite, upon which Avidex assigns, transfers title to, and conveys said materials and equipment to the Client. Stored material invoices shall include applicable insurance fees, storage fees, and costs incurred transporting the materials to an off-site storage facility.

3. TITLE AND RISK OF LOSS

Title and risk of loss or damage to any products will pass to the client upon Avidex's delivery of the products to the client. Client must make all claims for damage to or loss of products directly with their insurer or with the equipment carrier, if applicable. Client should be aware of carrier policies and file all claims in a timely manner.

4. CLIENT

Except for permits and fees that are the responsibility of Avidex, under the Request for Proposal, the client shall secure and pay for necessary approvals, assessments, and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

5. RESPONSIBILITY AND INDEMNIFICATION

Avidex shall be responsible to the client for the acts and omissions of Avidex's employees and subcontractors, if any, performing portions of the work under this agreement. Avidex employees understand that they have no right to enter into agreements with or make representation on behalf of the client. Avidex shall review, approve, and submit to the project manager shop drawings, product data, samples, and similar submittals as required, for written approval prior to the commencement of the work. The work shall be in accordance with approved submittals. To the fullest extent permitted by law, Avidex shall indemnify and hold harmless the client, its project manager, its employees, officers, agents and directors from and against claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to failure to deliver clear title to the client, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting there from, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of Avidex or anyone directly or indirectly employed by Avidex or anyone for whose acts Avidex may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person. In claims against any person or entity indemnified under this paragraph by an employee of Avidex, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Avidex or under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. INSURANCE

Avidex shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from Avidex operations under the agreement. Certificates of such insurance shall be filed with the client prior to the commencement of the work. Client shall be responsible for purchasing and maintaining its usual property and liability insurance.

7. TIME

Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex's control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Client's project manager may determine. Such Changes Orders may include charges to cover additional costs incurred by Avidex due to the delay. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing. Project timeline and completion schedules will not begin until deposit or initial payment is received by Avidex.

8. AFTER HOURS INSTALLATION / EARLY USE

With prior Client approval and security clearance, installation activity and access to the project site may take place outside of normal business hours and days. There should be no use of the system by the client for its intended purpose until such time as formal approval and acceptance has taken place. Avidex may waive this requirement only with a written authorization. Any operations or changes by the client or contractors other than Avidex, which result in damage or impairment of the system and may require a change order and additional charges to the client. The attached proposal and/or quote was based upon site surveys and verbal information from the client. While every effort has been made to determine installation conditions, on occasion unforeseen problems may arise that will require a change order to cover additional costs by Avidex.

9. INTERNET ACCESS

Avidex requires secure internet access to installed AV systems for the express purpose of remote monitoring and management of the AV hardware. This enables sending of system health alerts in support of keeping systems in an operational state. Further, access will provide the capability of restorative actions to remedy disruptive incidents.

10. PRODUCT SUBSTITUTION

Avidex may, at its sole discretion, substitute products included in the system design with those providing similar product form, fit and function as the original products. Product substitutions may occur due to changes to product availability, extensions or delays to estimated or committed delivery, product price increases, regulatory restrictions, or any other factors as determined by Avidex. Any substituted product designs will achieve the functional and end user experience requirements of the system design.

11. CHANGES/CANCELLATION

Any changes or modifications to the agreed upon scope of work defined in this proposal must be mutually agreed upon in writing. All changes shall be submitted and approved in writing and documented in a change order. Should the Client in whole cancel a project or in part, prior to final completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close. These costs include but are not limited to: the design and engineering services; project management; the installation and programming technical labor; the subcontracting costs; the materials and equipment costs incurred to date; and other miscellaneous documented costs. Materials and equipment are also subject to restocking charge policy.

12. WAIVER

Either party's waiver of the other's default in its obligations under any terms or conditions of this agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

13. ENTIRE AGREEMENT

This agreement and appendices to this agreement, including the RFP as reference herein, supersede, terminate and otherwise void any and all prior written and/or oral agreement between the parties with respect to products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on schedules, proposal summaries and/or Change Order are by this reference incorporated in this agreement.

14. LIMITATION OF LIABILITY

Without limitation of any other provision in this agreement limiting or excluding liability of Avidex the exclusive damages recoverable by the purchaser for any claim of any kind whatsoever arising from or in any way connected to any breach of this agreement, or the purchaser's purchase shall not be greater than the actual purchase price paid by the purchaser with respect to which such claim is made, and in no event shall Avidex be liable for any special, indirect, incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the purchaser, any loss with respect to the establishment, development or maintenance of business reputation or goodwill, or any loss incurred in obtaining substitute products, or arising from the claims of third parties.

15. GENERAL

During the performance of this Agreement, the contractor/vendor shall comply with all applicable federal, state and local laws of any nature whatsoever in connection with the goods and services provided including, but not limited, to, applicable provisions of E.O. 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, E.O. 13496 and respective regulations including 29 C.F.R. 471 Appendix A to Subpart A, and the EEO Clauses set forth in 41 C.F.R. 60-1.4, 41 C.F.R. 60-300.5 and 41 n. cont. C.F.R. 60-741.5 **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**



CONNECTING PEOPLE THROUGH INNOVATION.

avidex 
Audio Video Integration & Design Excellence

Statement of Qualifications

Avidex is passionate about delivering collaborative audiovisual solutions that enhance the way people connect and communicate to improve the way we **work, learn, and live.**

Around the world, Avidex creates unparalleled client experiences from strategic planning and system design through deployment, training, management, and support.

Let us help you deliver an amazing audiovisual experience.

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Introduction

Avidex is passionate about delivering innovative AV solutions, enabling organizations and enterprises to collaborate, create, and share ideas through the most state-of-the-art audiovisual and unified communication technologies.

Avidex is an award-winning team of AV industry experts, specializing in the design and integration of custom audiovisual solutions. Our strength lies in our ability to listen to and understand the unique needs and goals of each client. Our team of professionals consists of experienced, creative problem-solvers who have designed and integrated thousands of innovative audiovisual and communication solutions. All of our solutions incorporate a broad range of technologies that empower our clients to communicate their message effectively both internally and externally. We strive to provide everyone who walks through your doors with an unforgettable audiovisual experience. By building scalable, standardized, and serviceable solutions, Avidex will help your organization be more competitive, improve your operational efficiency, and deliver amazing results.

In 2003, the owners of Proline Audio Visual and Electronic Image Systems combined resources to create Avidex. Since then, Avidex has evolved into the preeminent integrator of audiovisual solutions and related services, with projects throughout the US and various global locations. Avidex is a PSNI Global Alliance affiliate, a top 10 U.S AV integrator, and a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

From digital signage to large-scale video walls, video conferencing, or presentation systems, we create reliable, standardizable, and user-friendly environments that increase productivity, innovation, and collaboration.

Core capabilities:

- Strategic Planning
- System Design & Engineering
- Control System Programming
- Asset Management
- Equipment Procurement
- Project Management
- Installation
- Testing & Commissioning
- Training & Documentation
- Global Deployment
- Remote Monitoring & Management of Audiovisual Systems
- 360° Managed Services™ & Support

Technical Expertise

- AV Presentation Systems
- UC & Collaboration Solutions
- Digital & Analog Broadcast
- IP-Enabled Control & Content Delivery
- Control Systems
- Video Streaming
- Indoor/Outdoor Video Walls
- Indoor/Outdoor Digital Signage & Wayfinding
- Security/Surveillance & Facility Solutions
- Structured Cabling & Infrastructure
- Low Voltage Electrical Services
- Paging Systems
- Sound Masking
- Assisted Listening
- Executive Briefing Centers
- Auditoriums, Training Facilities & Specialty Spaces
- Hyflex/Hybrid Classrooms
- Mission/Critical Operations Centers

Markets We Serve

Avidex is proud to serve Fortune 500 companies, small to medium-sized businesses, K-12 and higher education institutions, hospitals and healthcare facilities, government and public sector, as well as hospitality and house of worship clients. We have expertise across a variety of markets and industries in the US and around the world. Our industry-focused teams, commitment to ongoing training, and unwavering focus on client success enable us to provide outstanding client experiences in every market we serve.



Company Information

Please feel free to review our Dun & Bradstreet rating or call any of our references.

General Information	
Legal Business Name:	Avidex Industries, LLC
Doing Business As:	Avidex
Date Established:	2003
State Incorporated:	Washington
Business Entity:	Limited Liability Company
Headquarters Address:	1100 Crescent Green, Ste 200, Cary, NC 27518
Phone Number:	(425) 643-0330 or (800) 798-0330
Fax Number:	(425) 274-7090
Web:	www.avidex.com

Email:	info@avidex.com
Management:	Jeffrey Davis, Chief Executive Officer Lance Bowers, Chief Operations Officer Keith Donahue, SVP Sales & Marketing Tom Govan, General Manager, Northern CA/Pacific Northwest Michael Stammire, General Manager, Southern CA Mike Procopio, General Manager, East Coast
Federal Tax ID:	37-1480101
Unified Business Identifier (UBI):	602-347-574
Dun & Bradstreet ID:	143157670
Washington State:	
Contractor's License:	AVIDE**962B1
Electrical Contractor Limited Energy License:	AVIDEIL963CZ
Washington Workers Compensation	441133-4
California State:	
Contractor's License:	981651 (C7 and C10)
Business License:	100-3554433
Unemployment Insurance Reference:	250 275-00 6
Nevada State:	
Contractor's License:	0078060 (Unlimited C-2D)
Arizona State:	
Contractor's License:	333626

Bank Reference

Wells Fargo Bank	Contact: Gloria Nemechek
205 108 th Ave NE STE 600	Ph: (425) 450-8097
Bellevue, WA 98004	

Insurance Reference

Marsh JCS, Inc.	Contact: Yoko Aoyagi
1166 Avenue of the Americas, 36th floor	Ph: (212) 345-8520
New York, NY 10036	Policy: Commercial General Liability, Auto, Umbrella
Arthur J. Gallagher Risk Management Services, Inc.	Contact: Lori E. Staples
901 Battleground Avenue	Ph: (336) 217-5767
Greensboro, NC 27408	Policy: Workers Comp and Professional Liability

Bonding Reference

McGriff Insurance Services	Contact: Bobbi Pendleton
4309 Emperor Blvd., #300, Durham, NC 27703	Ph: (919) 281-4548

Trade References

Extron Electronics	NEC Display Solutions
PO. Box 513206	PO Box 100840
Los Angeles, CA 90051	Pasadena, CA 91189-0840
Contact: Ed Ellingwood	Contact: Cathy Hussar
Ph: (800) 633-9876	Fax requests only
Fax: (714) 491-1517	Fax: (630) 467-4675
Christie Digital	Middle Atlantic Products, Inc.
10550 Camden Drive	North Corporate Drive

Cypress, California 90630	Riverdale, NJ 07457
Contact: Elsa Mancera	Contact: Donna Casmento
Email: elsa.mancera@christiedigital.com	Ph: (973) 839-1011
Ph: (714) 229-2708	Fax: (973) 839-1976

Company Locations

Avidex, HQ, East Coast

1100 Crescent Green, Ste 200
Cary, NC 27518

800.535.2459

Northern CA/Bay Area

6100 Stewart Avenue
Fremont, CA 94538

800.999.8590

Southern CA

20382 Hermana Circle
Lake Forest, CA 92630

949.428.6333

Seattle/ Redmond, Washington

8509 154th Ave NE, Ste 100
Redmond, WA 98052

800.999.8590

Spokane, Washington

2018 E Riverside Avenue, Ste 1
Spokane, WA 99202

509.455.6873

Nashville, TN

1033 Demonbreun Street, Ste 300
Nashville, TN 37203

615.574.1122

Dallas, TX

6005 Commerce Drive, Ste 300
Irving, TX 75063

800.999.8590

New York Metro, NY

500 7th Avenue, Ste 800
New York, NY 10018

908.303.1344

Organization and Leadership

Avidex is a leading provider of audiovisual and unified communication solutions, offering full design, installation, integration, training, and support services for a wide range of collaborative solutions. Our executive leadership and the hundreds of dedicated Avidex employees make up our industry-leading team. We have the commitment, background, and knowledge to provide our customers with the best possible audiovisual solution experience.

Jeff Davis, CEO

Jeff Davis, Chief Operating Officer, joined Avidex in July of 2018. Before joining Avidex, Jeff served as Chief Operating Officer for global AV integrator AVI-SPL, where he was responsible for providing overall direction and guidance to maximize growth and profitability for the organization. Jeff brings over 20 years of leadership experience to Avidex, having held numerous executive roles at leading public, private, and PE-backed companies, including Stanley Black & Decker and Tyco/ADT. He is passionate about developing people and organizations to take them "to the next level." He has extensive experience in managing the restructuring of sales and operations organizations and is highly effective at integrating processes and establishing shared understanding and values. Jeff specializes in post-acquisition integrations, growth strategies, and overall business transformation. During his career, he has developed multiple programs to drive sales and operational excellence.

Lance Bowers, COO

Lance Bowers brings over 20 years of sales, operations, and business leadership to the Avidex team. Before joining Avidex, Lance served as the Senior Vice President, West for a leading global AV systems integrator. He was responsible for all sales, operations, and service activities for a team of over 500 employees, across multiple states with significant annual revenue. Before that, Lance held various leadership roles with leading market players in the security industry, including Kratos, Stanley, and Tyco/ADT. Lance is a natural leader who excels in team building and consistent growth and has a passion for knowledge. Lance has obtained numerous leadership certifications, including Digital Transformation from Stanford University, as well as being a University of Texas Longhorn.

Michael Stammire, MBA, General Manager, Southern California

Michael Stammire brings over two decades of audiovisual and technology experience to his position as General Manager of the Avidex Southern California branch. He started his career at Digital Networks Group in 2001, which Avidex acquired in 2016. Before becoming General Manager, as VP of Procurement, he and his team launched the Avidex Strategic Partner program to build alliances with key partners, bolster sales for Avidex and our vendors, and improve our supply chain efficiency. Michael holds a business degree from Cal State Fullerton and an MBA from the University of Notre Dame.

Tom Govan, General Manager, Northern California & Pacific Northwest

Tom brings 35+ years of expertise in Sales and Management, particularly within the Audiovisual and IT/Network Systems industries. His rich career journey is underscored by leadership roles where he excelled in areas such as business development, project management, design engineering, and tech installation. A stalwart in the industry, Tom's forte lies in fostering enterprise relationship-based sales directly with clients.

Now at Avidex, he continues to harness his vast experience to propel the company forward as the General Manager of the Northern California and Pacific Northwest areas.

Mike Procopio, General Manager, Raleigh, NC /Southeast

Mike is an experienced leader who brings 25 years of expertise in account management, service delivery, and project management to the Avidex team. By combining these skills with a robust IT and AV background, he serves as a trusted advisor in a rapidly evolving technological landscape. Mike is committed to building lasting relationships through excellence and believes there's no better way to do so than by providing a solution tailored to meet a client's needs.

Professional Organizations & Affiliations

Avidex is an Audiovisual and Integrated Experience Association (AVIXA) member. AVIXA is the industry's preeminent association for setting industry standards and administering certification training. Many of our staff hold Certified Technology Specialist (CTS) certifications from AVIXA, with a significant number also holding advanced certifications for design (CTS-D) and installation (CTS-I). Several Team Members also hold ISF Commercial certification from the Imaging Science Foundation and PMP certification from the Project Management Institute.

Avidex holds TelePresence Advanced Authorized Technology Provider (ATP) status from Cisco. The Advanced-level program's goal is to enable partners to market TelePresence Video endpoints, offer targeted infrastructure solutions, and differentiate themselves based on their breadth of unique AV integration skills.

Avidex is an affiliate member of PSNI Global Alliance. For organizations seeking global/enterprise deployment of AV solutions, PSNI affiliation is the ultimate industry credential. It is a promise that you'll receive the smartest solutions, the smoothest installations, and the best training, service, and support. Working with a PSNI member is more than working with a single integration firm. It is working with an integration network that can immediately expand its capabilities, reach, and resources. Instead of one team working on your challenge and recommending solutions, it is groups of teams with hundreds of years of combined experience and thousands of successful projects that you can leverage for your project. Avidex also holds a Global Deployment Certification from PSNI. Also, Avidex's Corporate Strategic Advisor, Shedan Maghzi, sits on the PSNI Global Deployment and Oversight Committee and the Board of Directors for NSCA.



Avidex is proud to be a member of the following organizations:

- [PSNI Global Alliance](#)
- [AVIXA](#)
- [National Systems Contractors Association \(NSCA\)](#)
- [American National Standards Institute \(ANSI\)](#)
- [Building Industry Consulting Service International, Inc. \(BICSI\)](#)
- [Custom Electronic Design & Installation Association \(CEDIA\)](#)
- [International Facilities Management Association \(IFMA\)](#)
- [Building Owners & Managers Association \(BOMA\)](#)
- [Association of Briefing Program Managers \(ABPM\)](#)
- [Master Builders Association \(MBA\)](#)

- International Interior Design Association (IIDA)
- National Association for Industrial and Office Parks (NAIOP)
- Meeting Professional International (MPI)
- International Special Events Society (ILEA)
- Seattle's Convention and Visitors Bureau (SCVB)
- International Entertainment Buyers Association (IEBA)
- International Communication Industries Association
- Washington State Society for Healthcare Engineering (WSSHE)
- Bellevue Chamber of Commerce
- Cary Chamber of Commerce
- Seattle Chamber of Commerce
- Spokane Chamber of Commerce
- San Jose Chamber of Commerce



Awards and Recognition

Working with Avidex comes with the benefit of working with an award-winning team of AV industry experts who have designed and integrated thousands of innovative, custom audiovisual and communication solutions. Avidex has achieved many awards of recognition and industry certification for our ongoing dedication to audiovisual integration and design excellence.

For more than 10 years, System Contractor News has been compiling a list of the industry's Top 50 Systems Integrators. Avidex has been named every year, and we are a top 10 System Integrator on the SCN Top 50 Systems Integrators List of 2023. We look forward to continuing our reign as one of the industry's best.

Recent Awards:

- 2008 – Present - *System Contractor News* - **Top 50 Systems Integrators List, Top 10 Listing**
- 2013 NSCA Excellence in Business Award
- 2015 Polycom Global Gold Partner Achievement
- 2015 ABPM World Class Center – McKesson San Francisco
- 2015 PSNI Award – Exemplary Performance in Overall Preferred Vendor
- 2016 – current AVIXA AV Provider of Excellence – APEx
- 2018 PSNI Award – Exemplary Performance in Employee Engagement
- 2019 Avidex Corporate Strategic Advisor, Shedan Maghzi appointed to PSNI Global Deployment and Oversight Committee
- 2019 Samsung Platinum Partner of the Year Award
- 2019 ABPM World Class Center – VMware
- 2020 Samsung Install of the Year Award – Collaboration Space – Netflix
- 2020 SCN Install of the Year Award - UCI Beall Applied Innovation
- 2022 Avidex Corporate Strategic Advisor, Shedan Maghzi appointed to NSCA Board of Directors

Certifications and Training

Avidex firmly believes in the value of professional development through our commitment to training and certification. Avidex supports extensive and on-going manufacturer training and certification of our technical, sales, and support teams. Our project teams hold certifications in AVIXA's CTS programs and Project Management Institute's PMP certification. This training enables us to assess and recommend industry best practices and assures our expertise with all major manufacturing lines when considering options for our clients.

Industry associations provide and document standards for best practices, including those registered and managed by the American National Standards Institute (ANSI) and Building Industry Consulting Service International, Inc. (BICSI). The Avidex team not only keeps current on these standards but is directly involved in the development, maintenance, and training others on these standards. Being a part of the development of industry standards keeps the Avidex team at the forefront of the industry.

Certifications held by the Avidex Team

Accordent Trained	Crestron DMC-E 4K Certified	Polycom Design & Deployment
AMC ACE Trained	Crestron Smart Graphics Training	Polycom Fundamentals Trained
AMX Certified	Crestron Trained	Polycom Proof of Concept & Design
AMX Control Installer Trained	CTS Certified	Polycom Room Solutions Trained
AMX NAM Programming	Da-Lite Projection Trained Digital	Polycom Sales Track Trained
AMX Programming Certified	Projection Trained eLearning	Polycom Sales Trained
AMX Signal Management Trained	Innovations Certified Electrical	Polycom Technical Track Trained
AQ-AV Quality Designer Certified	Apprentice Trainee Extron	QSC Q-Sys Level 1
Avaya/RADVision Certified Training	Extron Trained	QSC Q-Sys Level 2
Barco Switcher Certified	Hilti Trained	Project Management Trained
BSS Trained	HIPPA Certified	RADVision Toolkit Certified Trained
Biamp Certified	InfoComm Member Installation	Revo Labs Certified
Biamp Tesira Certified	Online Trained ISF-C Certified	Samsung Certified LED Specialist
Cambridge Sound Management	Jupiter Video Wall Trained Kramer	Scala Digital Signage Certification
CASTNet Sales Certification Cedia	Digital Signage Trained Lifesize	SHURE Avient Certified
Certified	Sales Certified	Shure Trained
Christie Controls Trained	Lifesize-Mirial Sales and	SMART Lync Certified
Christie Trained	Engineering	SMART Room Systems Trained
Cisco SMB-Account Managers	LED Certification	SMART Solutions Sales Trained
Cisco SMB-Engineers	Listen Technologies Trained	SONY Certified Sales Training
Cisco Trained-Digital Media	Lighting Trained Master	Video Engineer Training SVSI AV
Cisco Trained-Digital Signage	OSHA Construction Trained	Design
Cisco-Tandberg Certified Sales	OSHA Trained	Tandberg Sales Trained
ClearOne Products Training	PMP Certified	Tandberg Trained
ClearOne Video Certified	Polycom Mobile Trained	TeleTraining Institute Certified (First
Crestron Certified DMC-D4K	Polycom Certified	class
Certified DMC-T	Polycom CloudAXIS Trained	TOA Digital Matrix Mixer Certified
Crestron Masters Level		Toshiba Sales Certification
Crestron Masters Technology		Vaddio Certified
Architect		Vaddio Sales Trained
Crestron DMC-NVX-N		

Our Approach

Consistent, thorough, and transparent communication is critical and foundational to the Avidex design and implementation process. Following well-established design/integration practices, Avidex works to fulfill your needs during every phase of the design, procurement, integration, and post-installation support. Our PMP certified Project Managers follow proven industry standards to oversee your entire project from start to completion, including defining the work, building and managing the implementation plan, providing customer communications and facilitating status meetings, managing risk, overseeing project documentation, ensuring the quality of workmanship, and keeping an eye on the daily project metrics to ensure that project completion dates and cutovers are met. Your dedicated Project Manager will work closely with your project team to deliver your project on time and on budget and to ensure clear communication throughout the life of the project. Throughout the design and integration process, we provide coordination, meeting attendance, regular communication on status/action issues, and strive to deliver the highest quality customer service and experience.

Phases of Integration

Design/Integration Workflow

Avidex offers the most talented and knowledgeable staff in the industry. Our experienced sales, design, engineering, project management, integration, and support teams provide our customers with the highest quality of audiovisual solutions and services. Following well-established design/integration practices, Avidex works to fulfill your needs during every phase of the design, procurement, integration, and post-installation support. Throughout the design and integration process, we provide coordination, meeting attendance, regular communication on status/action issues, and strive to deliver the highest quality of customer service. The Avidex design/build process includes distinct phases that deliver excellence in integrated solutions.

Programming (needs analysis)

In the programming phase, Avidex works to understand your organization's requirements. We start with interviews with all key personnel from your organization. This information aids us in understanding your core business, as well as the technical, logistical, capital needs, communications obstacles, and future technology growth goals. We explore all possible options and develop the design concept that best meets your objectives, both short and long-term. An Audiovisual Programming Report will be produced based on the requirements communicated during the interviews. The Programming Report will describe each of the audiovisual systems in the project. Also, the report will include an estimated budget. This budget reflects the anticipated equipment and integration costs to accomplish the capabilities described in the report.

Infrastructure Design

During the Infrastructure Design phase of the project, we work with the architectural and engineering teams to ensure that the building infrastructure is appropriate for the installation of the audiovisual systems developed in the programming phase. We meet with the design team to develop the correct approach to achieve the desired audiovisual systems environment. We participate in all necessary aspects of the design effort and make recommendations for audiovisual systems integration with the architectural and engineering design teams. Our work product will include a summary of infrastructure requirements, including acoustical, electrical, and lighting criteria. Also included will be facilities drawings illustrating audiovisual device locations, electrical drawings reflecting the power pathways and conduit requirements, and any associated details needed for the construction of audiovisual elements. Over the life of your project, we continually review the programming

report and budget. If technology changes or design elements require adjustments, these updates are incorporated into the final design.

Systems Design

In the Systems Design phase, we finalize the equipment required to accomplish the documented audiovisual capabilities. Typically, some time has passed since the project's inception and beginning the actual systems design phase. We meet with the client and review any technology changes that should be considered before equipment selections are made.

We produce audiovisual systems drawings showing the interconnection of all audiovisual devices. A functional specification is prepared to describe the operational capabilities of the audiovisual systems. An equipment list is prepared, which details every piece of equipment required to complete the audiovisual systems. The prepared equipment list is a stand-alone specification that can be bid. We work with the client and the GCCM to determine the best possible procurement process for the equipment.

Integration

The Integration phase encompasses Avidex coordinating the integration of the audiovisual systems. This phase of the project features both in-shop and site integration tasks. Avidex factory-trained, industry-certified technicians will fabricate, install, field test, and commission systems, while at the same time, our project managers monitor project schedules and costs, progress reports, and manage technology changes as they occur. Following the installation, our experts provide training and documentation on the proper operation of systems, to assure comfort with the technologies installed.

Control Systems Programming

The programmer is given the Control System design and the touch panel screen concept. The programmer works with the designer to develop the program, which is based on the system design and touch panel submittal. The programmer develops the control program, loads it into the control system, and tests all aspects of the program to prove it's operational to the design specifications. The programmer will work with the lead installer to solve any equipment control issues. When programming is complete, the programmer, designer, and customer will meet to sign off on the control system.

Testing and Commissioning

Before scheduling the final acceptance, the designer and lead installer will perform complete system testing to include the following items:

1. Video Systems will be tested and documented for proper signal levels and operation with measurement tools as well as observing the display device(s). All video paths are tested from the origination of the signal to the display device. Any discrepancies are corrected before final acceptance.
2. Audio Systems will be tested and documented for proper signal levels and operation using measurement tools and listening to the sound produced. All audio is examined from the origination of the signal to the speakers or audio destination. Assure that each piece of equipment in the audio path is performing at or above the manufacturer's published specifications. Correct any discrepancies found relating to signal quality before final acceptance. Sound System Equalization will be set during the audio system testing using the appropriate test equipment. Control System operation is confirmed during this phase of the job. A final test of control system operation is performed before final acceptance and signed off by the designer. This sign off will be given to the customer in the final

documentation. A test report is generated and given to the customer in the final documentation covering each item.

Documentation

In the Documentation phase, Avidex takes all of the approved concepts and puts them into the facilities and technical documents required by Avidex and others, to properly build the AV systems and infrastructure needed. Systems engineering and CAD are involved in this phase. Throughout the design and implementation process, Avidex provides coordination and attendance in meetings, regular communication on status and action, and strives to provide the highest quality of customer service.

Our work product for each phase includes written reports, cost estimates, and illustrated design drawings detailing architectural, electrical, and systems requirements. Avidex provides documents to define the functional, performance, and installation requirements for the audiovisual systems, which include specifications, equipment schedules, and details required that clarify intent.

Training

After installation, Avidex provides customized professional systems training classes on the proper operation of the system, to assure comfort with the installed technologies. Training packages are available at various levels to meet the specific needs of the job requirements. Sessions are designed with the "End-User" audience in mind - executive management, system operators, administrative and technical support, or facilities managers. Advanced courses for 'technical staff' or 'train the trainer' programs for support personnel are designed to fit your specific project requirements.

360° Service™ & Support | Managed Services

Avidex offers a comprehensive service, support, and managed services portfolio with an array of solutions designed to provide your organization with superior technical support and customer service. Our 360° Support Agreements offer the highest level of support coverage for our local, national, and global customers. Our service agreements include reactive and proactive support level commitments, expedited equipment repair, and an out-of-manufacturer warranty strategy. With remote monitoring and problem resolution capabilities, our 360° Service and Support options provide worry-free, managed services.

The Avidex 360° Service team consists of technicians, engineers, administrators, and managers all working together to provide you and your organization with the best possible customer support. Utilizing state-of-the-art remote management, analytics tools, and customer/ticket management, the 360° Service team ensures a truly professional and reliable service experience.



360° Coverage	Essential	Advanced	Elite
Help Desk Support Availability	8x5*	24x7	24x7
Priority Call Response Time SLA	4 hours	2 hours	1 hour
Priority On-Site Response Time SLA	2 business days	1 business day	4 business hours*

RMA Management of OEM Hardware	•	•	•
Annual Preventive Maintenance & Reporting	One	One	One
Assigned Service Management with Escalation Access		•	•
On-Site AV Service Assurance Technician	Optional	Optional	Optional
Emergency Loaners for Business-Critical Devices			•
The below items: Remote Monitoring, Fault Detection, Analytics & Reporting, and Remote Management of Devices may require the implementation of hardware and software applications. Refer to the proposed scope of work to confirm if these features have been included.			
Remote Monitoring with Fault Detect & Reporting	•	•	•
Remote Monitoring with Fault Diagnoses & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Remote Management of Device Firmware, Configurations & Changes			•

New System Warranty - 360° Service Solutions

Avidex 360° Service enhances the new systems' warranty coverage with proactive support services for worry-free operation. Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during regular business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall and reinstall any equipment within the Avidex audiovisual system except for the cost to service and/or repair Client Furnished Equipment or equipment out of manufacturer's warranty. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

360° Service Help Desk

The Avidex Help Desk consists of a dedicated, full-time team of certified technicians and service professionals. Our Help Desk is available via a dedicated toll-free number to report and request technical support for the integrated equipment. The Avidex 360° Service Helpdesk is available Monday – Friday 8:00 AM to 5:00 PM or twenty-four hours per day, seven days per week, depending on your selected service level. The 360° Service help desk team provides time and material quotes, schedules onsite support visits, and creates preventive maintenance documentation and deliverables for customer review. We also work closely with all manufacturers for timely repair and advance component replacement and escalates performance issues to the appropriate personnel within Avidex, ensuring service tickets are resolved quickly, accurately, and to your satisfaction.

Field Support Group

The Avidex Field Support Group consists of the best factory-trained and certified technicians, engineers, and design engineers available. This group is responsible for resolving your audiovisual problems in the field. Working closely with the 360° Help Desk, the Field Support Group provides onsite troubleshooting, problem

resolution, and customer training. This group also performs all preventive maintenance and systems certification.

On-Site Dedicated Support Specialists

Avidex provides full-time, part-time, or hourly Onsite Technical Support Specialists who can help with the day-to-day operation, maintenance, and coordination of your existing integrated systems. This group specializes in providing immediate customer support, training, troubleshooting, and problem resolution for all types of presentation and conferencing systems. From state-of-the-art customer briefing centers to campus-wide classroom maintenance programs, Avidex has the solutions to fit your organization's needs.



On-Site Service

Keep your audiovisual systems in optimum working condition and avoid unnecessary downtime with an Avidex 360° On-site Support



AV EQUIPMENT SUPPORT

- Proactively troubleshoot, diagnose, and resolve audiovisual system issues
- Provide on-site repair or manage the RMA process
- Conduct periodic preventive maintenance
- Check-in/out AV production equipment
- Set-up and break down AV equipment for meetings and events



TRAINING & END-USER SUPPORT

- Consult with your internal users to best support their meeting/presentation needs
- Conduct AV operational training for your staff
- Provide AV meeting operation/support



ANALYTICS & REPORTING

- Maintain system data and provide usage reporting and analytics
- Conduct periodic business reviews

Clients and Projects

Avidex serves a variety of markets from corporate enterprise and healthcare to education and the public sector. Our extensive industry experience, commitment to ongoing training, and unwavering focus on client success enables us to provide outstanding client and partner experiences. From conference rooms and meeting spaces, large auditoriums, digital signage/wayfinding applications, video walls, specialty/event/multifunction spaces, or anything in between, our clients trust us to create reliable and serviceable audiovisual environments that help them increase productivity, innovation, and collaboration. The following pages contain a few notable projects. More details and references are always available upon request.

The North Carolina School of Science and Mathematics Morganton, North Carolina

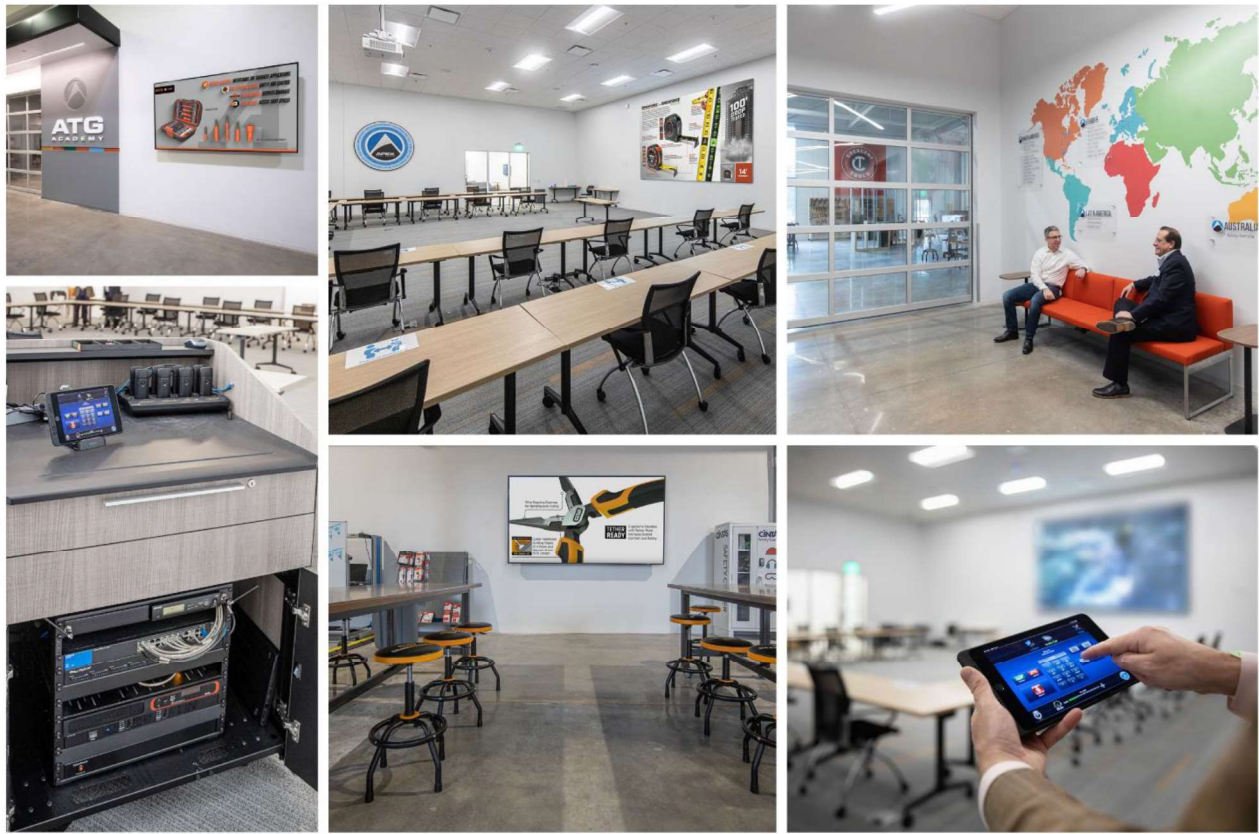


The North Carolina School of Science and Mathematics is expanding with a \$58 million second campus in Morganton, NC. Construction will include renovating three existing structures totaling approximately 72,000 sf as well as the construction of approximately 5 new buildings totaling approximately 160,000 sf. The new buildings will consist of the following structures: Dining and Wellness Center; Library and Student Commons; Academic Building; 2 Multi-Purpose Dorm Structures; Landmark Observation Tower. Avidex was awarded the \$1.5 million audiovisual contract through the General Contractor on the project, Barnhill Contracting Company.

NCSSM-Morganton Aerial Tour April 2021

<https://www.youtube.com/watch?v=b32dmBLoZP0>

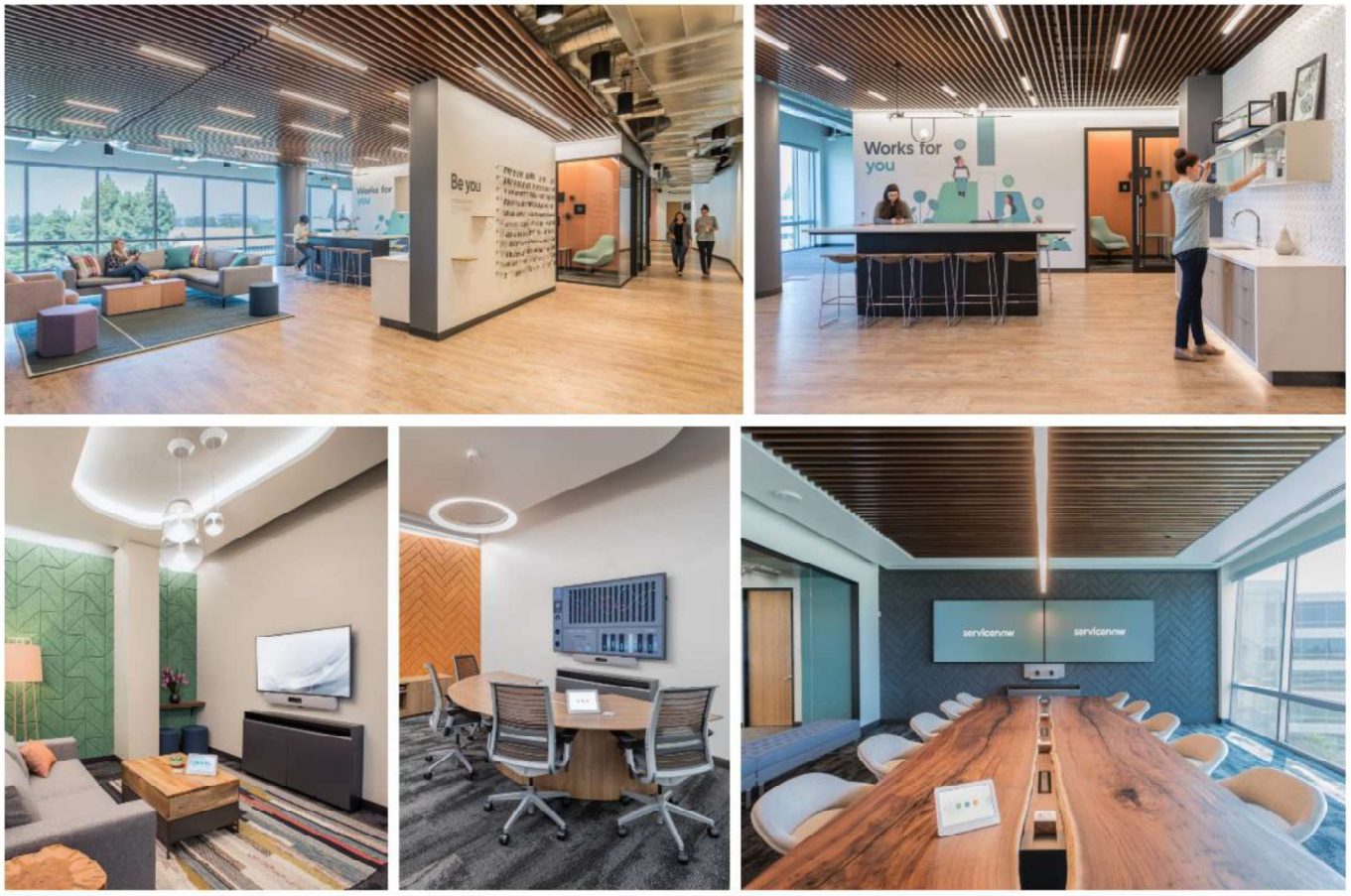
Apex Tool Group Apex, North Carolina



Apex Tool Group (ATG) is one of the largest manufacturers of professional hand and power tools in the world, serving the industrial, vehicle service and assembly, aerospace, electronics, construction, and DIY markets. Avidex was contracted to help them create a top-notch, AV-rich training and customer experience center at their Apex, North Carolina location. The ATG Executive Training Center serves an important role for the business, the large space has a range of uses from employee training to global executive meetings and quarterly business reviews. Avidex introduced a custom solution that ensured a high-quality yet user-friendly and reliable experience. The training center boasts an impressive 208" wall screen and ultra-bright 12,000 lumen Panasonic laser projector, a Crestron touch panel control system with a custom-designed "easy-button" style user interface to quickly launch Teams or Webex meetings with ease. The integrated Mersive Solstice Pod drives meeting productivity through wireless screen sharing and flexible collaboration features such as room calendar integration, digital signage playback, centralized monitoring and management, and analytics. The Avidex team also optimized the audio system to improve clarity and quality for both in-room and remote participants. The enhanced audio system now includes a Biamp Tesira Forte DSP for proper audio processing of 6 Crestron speakers, 8 boundary microphones, and several Shure wireless/lapel microphones. Much of the room hardware is discretely housed in a new podium rack system for easy serviceability and access.

[Click to read the full project profile.](#)

ServiceNow, Inc.
Santa Clara, San Diego, CA, and various other locations



Avidex provided the design/build audiovisual integration and support services to ServiceNow locations throughout the United States. Avidex completed 17 projects for ServiceNow since June 2017. These projects include deployments in Santa Clara, CA; San Diego, CA; Waltham, MA; Orlando, FL; Addison, TX, and Pleasanton, CA (August 2018), including high profile spaces like the Santa Clara EBC and new A4 executive space.

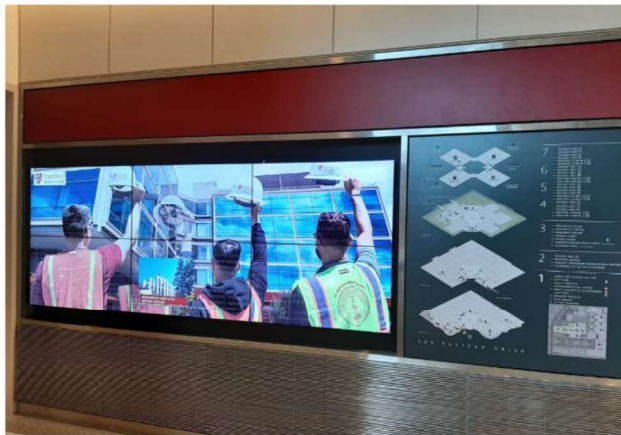
**Large Private Foundation
Seattle, WA
Total Value: \$10,000,000+**



Avidex worked with The Foundation to create a world-class facility to meet the demands of the organization. The project included audiovisual systems in their North and South buildings, which included 175 spaces and almost 1 million square feet of overall space. The audiovisual portion of the project, including hardware and software, totaled more than \$10M, with over 100 active rooms supported by these audiovisual systems. The complexity of the systems varied widely but was based on a common theme and control platform. These universal themes assured there is consistency from room to room and system to system.

The project was done in 2009, but Avidex added \$2 million in new business with the Foundation last year for the Seattle campus. Avidex is updating the Seattle campus AV systems, by installing 54 new Panasonic projectors and new Crestron RL2 processors to enable Microsoft Skype Business capabilities, before rolling out to the worldwide offices. Avidex has also designed the AV systems for the Large Private Foundation in London, Washington DC, Nigeria, China, and almost completing the India office design.

Stanford Health Care (New Hospital Opening)
Palo Alto, CA
Total Value: \$8.4 Million

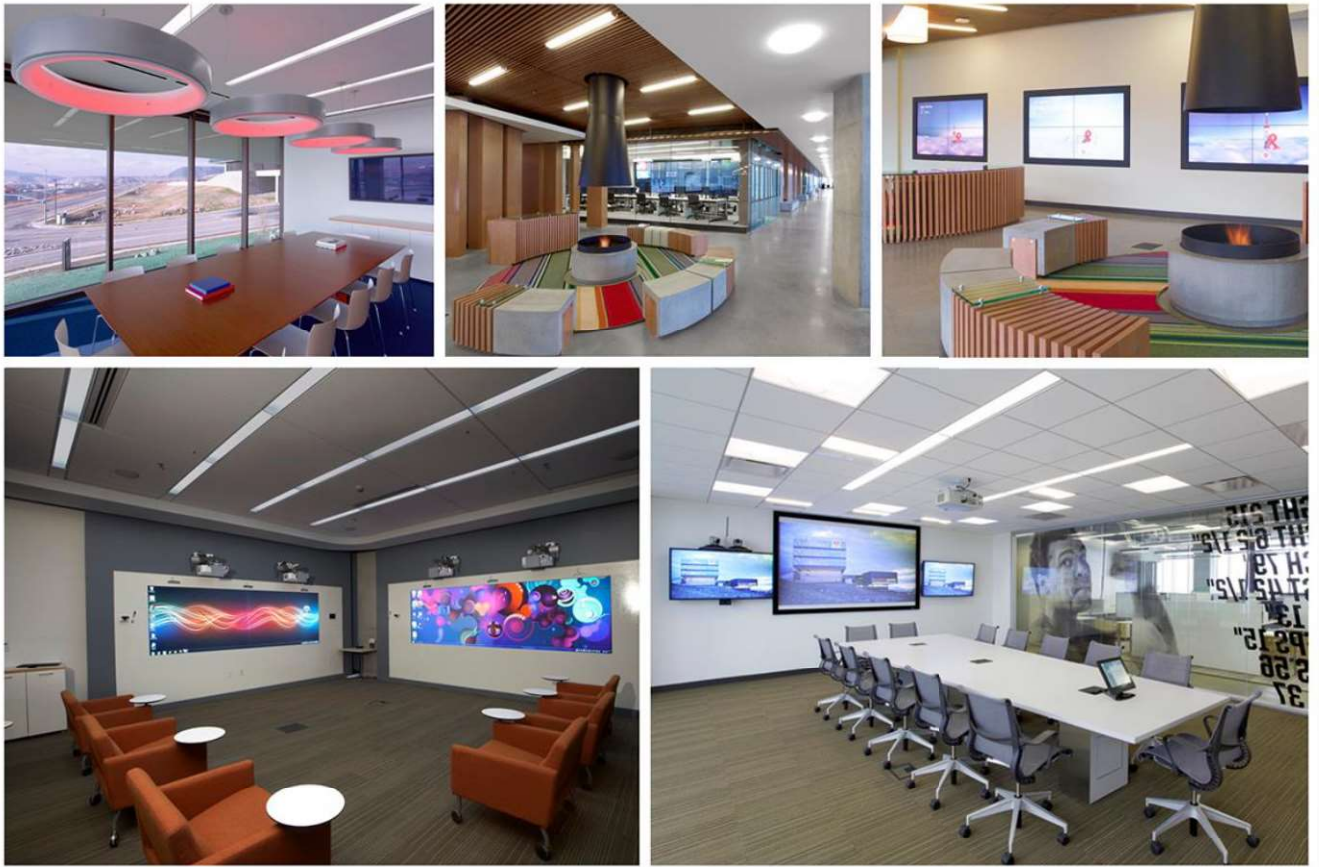


Avidex was the sole AV integrator that facilitated all audiovisual aspects of this project, including updating designs as new technologies emerged throughout this 3-year project. Avidex coordinated closely with IT staff and other contractors, providing onsite personnel and logistics, as well as the actual installation of all AV systems that give Stanford Health Care the most state-of-the-art hospital in the country.

The newest Stanford Hospital consists of a seven-story, 824,000 SF facility with 368 patient rooms, 132 additional beds, 16 large conference rooms, 50 small conference rooms, 22 lounges, 18 consultation rooms, 1 interventional room, 6 workrooms, a network operations center (NOC), divisible room, canteen, 155 status and nursing rooms, 28 elevator lobbies, cafeteria, six waiting rooms, a meditation room, two video walls, and a paging system throughout the hospital and garage.

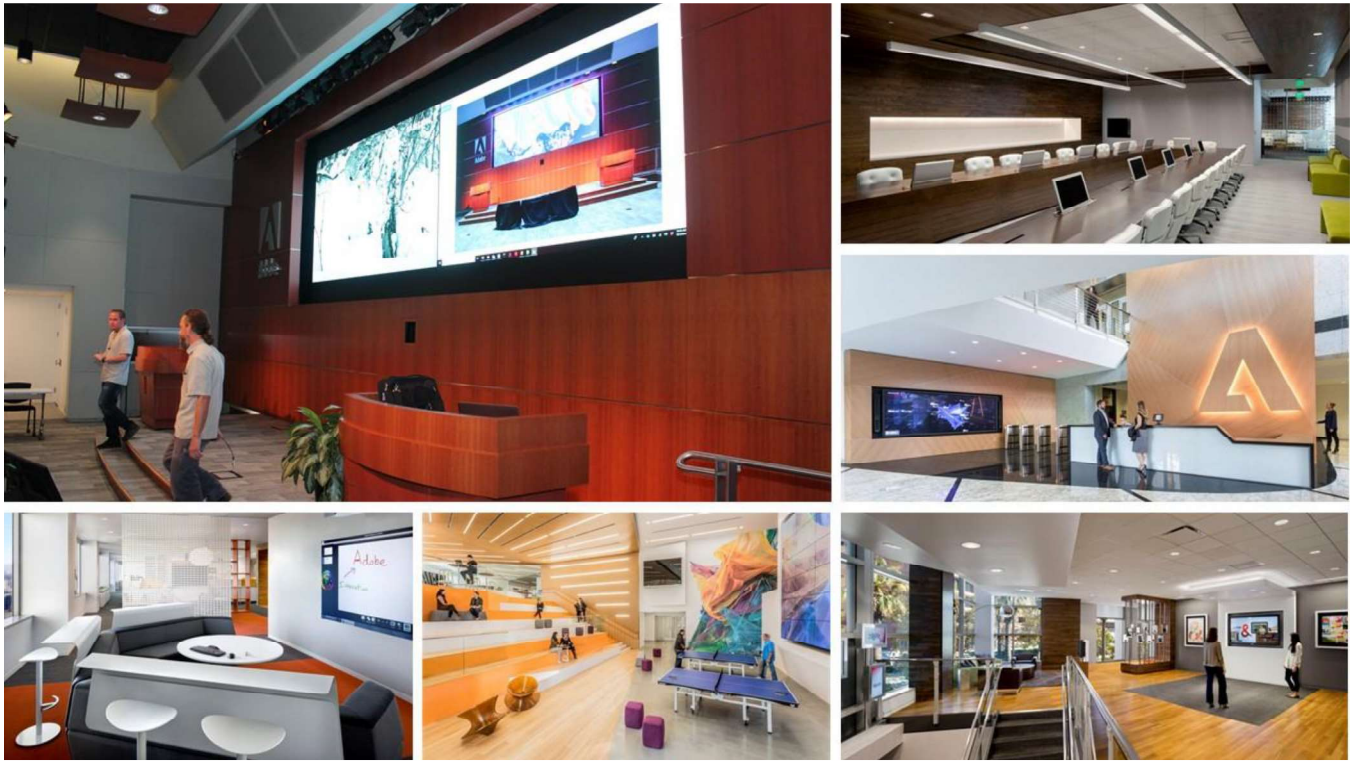
<https://med.stanford.edu/news/all-news/2019/11/stanford-health-care-officially-opens-doors-to-new-hospital.html>

Adobe
Utah – Lehi Campus
Total Value: \$2.8 million



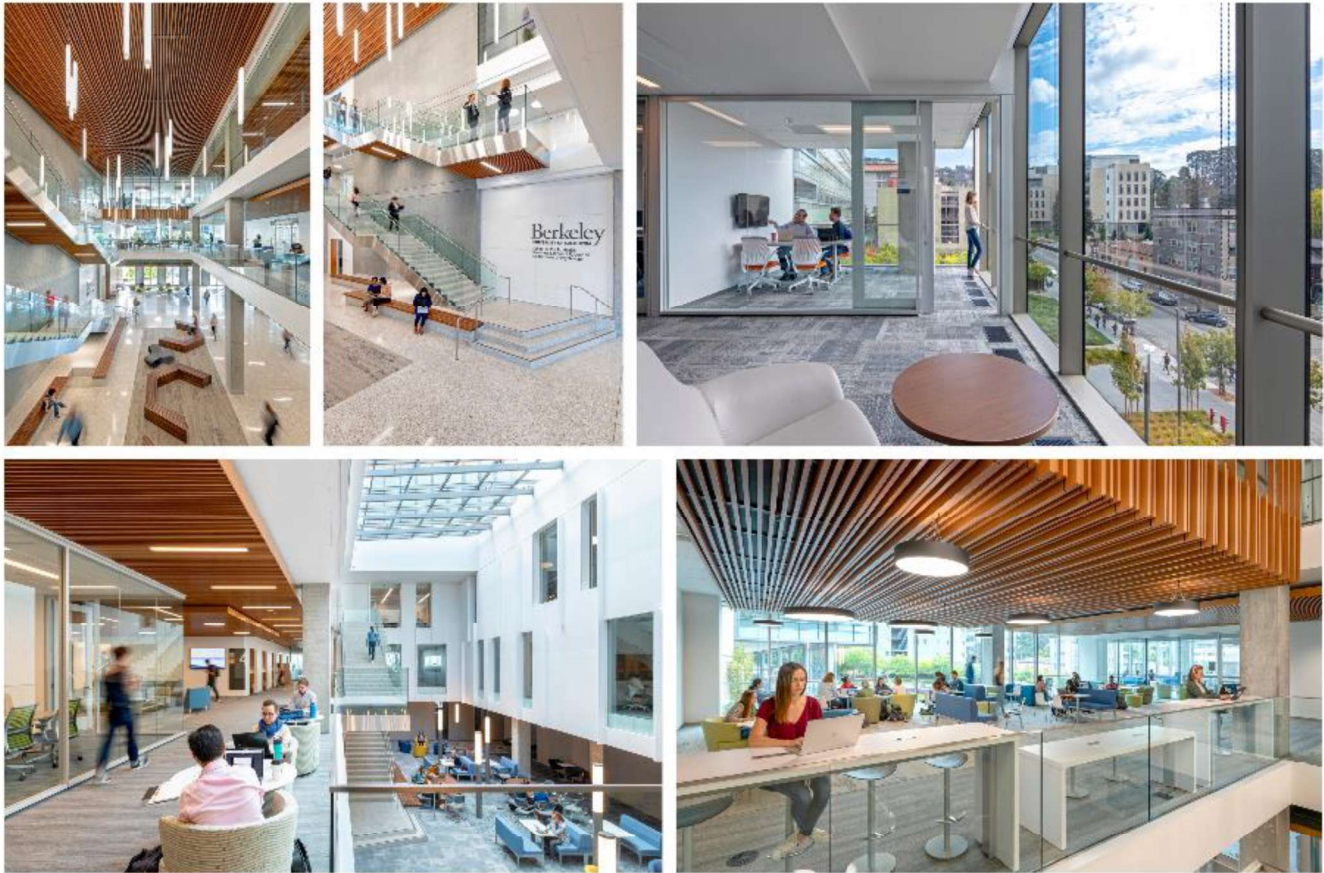
Avidex continues its valued partnership with Adobe by designing and integrating world-class audiovisual systems throughout its new 280,000 Sq. Ft. Lehi Campus and Amenities buildings. Avidex developed and implemented advanced technology solutions for the Network Operations Center, Customer Experience Center, Basketball Court/All Hands Room, Combinable and Single Space Training Rooms/Conference Rooms, Team Collaboration Rooms, Fitness Center, Café, Games Room, Digital Signage, video-teleconferencing rooms and presentation systems, all designed to work seamlessly through single touch user-friendly controls. This project included 53 AV spaces comprised of 9 different experiences and a variety of "one-off" systems.

[Click to read the full project profile.](#)

Adobe
San Jose Headquarters

Adobe partnered with Avidex on the renovation of their 162,600 SF San Jose headquarters to connect and activate three isolated towers into a comprehensive vertical campus that transforms the everyday experience for employees and visitors alike. Updated spaces include two lobbies, a Customer Experience Center, Auditorium, Wellness Center, two cafés, and work floors. Avidex provides ongoing service and support with 3 full-time On-Site Support Technicians.

UC Berkeley, Berkeley Way West Building Berkeley, CA



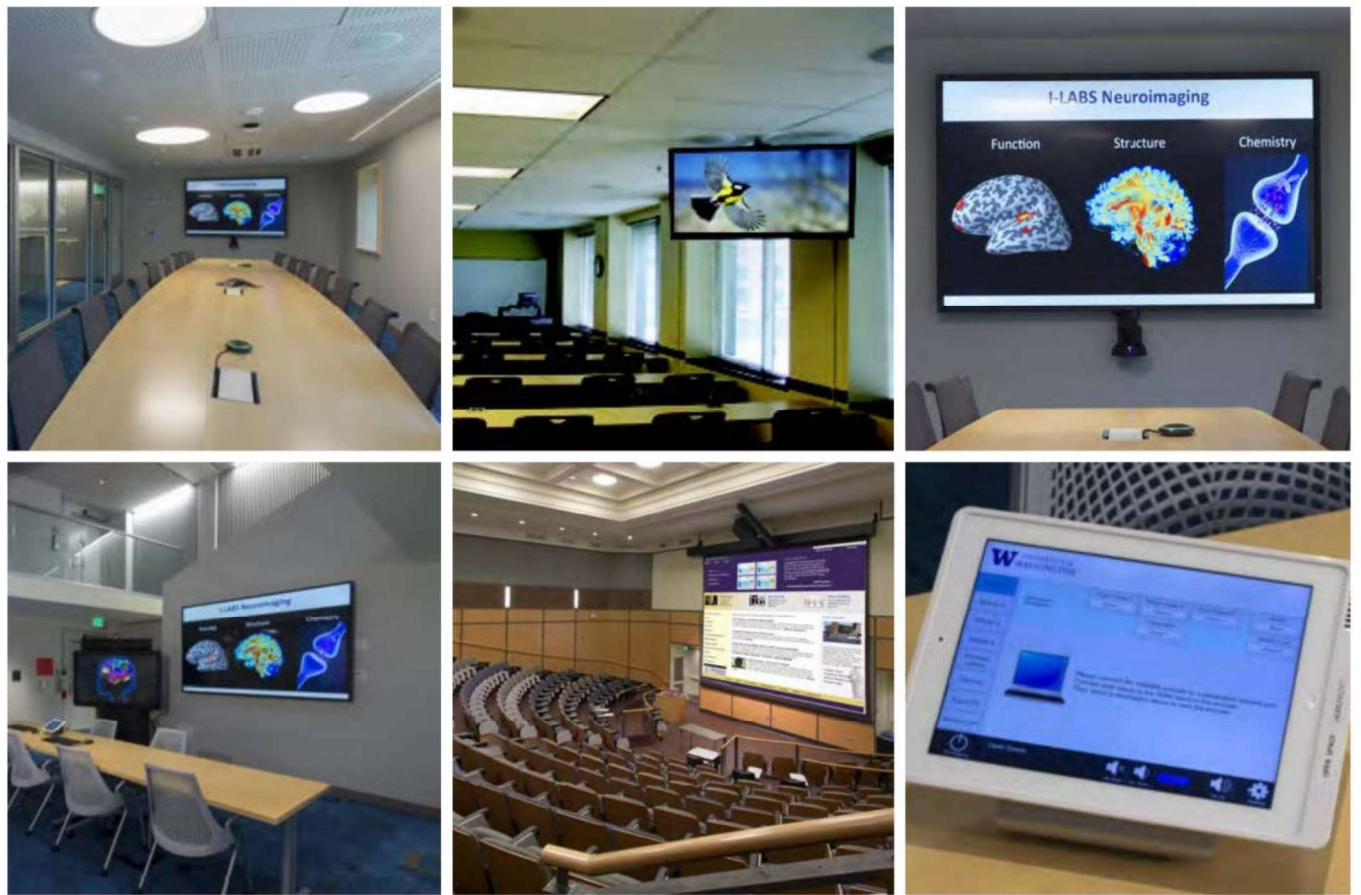
Berkeley Way West is one of UC Berkeley's newest academic buildings. The eight-story, 230,000-square-foot building houses classrooms, offices, open workstations, and collaborative space designed to serve the 900 students, staff, and faculty connected to the Graduate School of Education, the Department of Psychology and the School of Public Health. This design/build audiovisual integration project consisted of AV systems for the Colloquium Room, two large classrooms, six seminar rooms, one seminar room with lecture capture capabilities, three large conference rooms, two large meeting rooms, six medium meeting rooms, eight small conference/meeting rooms, the Dean's office, and 26 huddle spaces across five floors. Avidex was able to adjust to the schedule and deliver the building on time.

VMWare
Palo Alto, CA

The VMware Discovery Center is located on the headquarters campus in Palo Alto, Calif. VMware's cloud, networking and security, and digital workspace solutions provide a digital foundation to customers globally. When customers gather at the Discovery Center and other briefing centers, the AV systems designed and installed by Avidex support a message about VMware products and services that help customers accelerate digital transformation.

The showcase briefing center includes Planar LED and monitor video walls, projector mapping, and Zoom briefing rooms. Most recently, Avidex installed Zoom video conferencing in rooms throughout the Discovery Center, which involved transitioning from a hardware platform to a software-as-a-service (SaaS) platform. Other challenges during the project included engineering to integrate the AV systems with virtual reality demonstrations in some spaces. Two Avidex employees provide onsite AV support at the Discovery Center.

**The Institute for Learning and Brain Sciences, I-Labs
University of Washington Medical Center**



Avidex provided the University of Washington with a comprehensive design service, equipment procurement, audiovisual systems integration, and post-installation support of the university's Institute for Learning and Brain Sciences I-Labs. Avidex created a flexible and free-form creative environment that allowed for the gathering of top scientists and researchers from around the world. The open area uses a single 98" 4K display with the final solution that includes three different technologies to allow for the variety of sharing required by the research team needs: a 4K streaming solution, bi-directional wireless sharing, and server-based sharing. All of these spaces are capable of being linked together to provide for larger group collaboration.

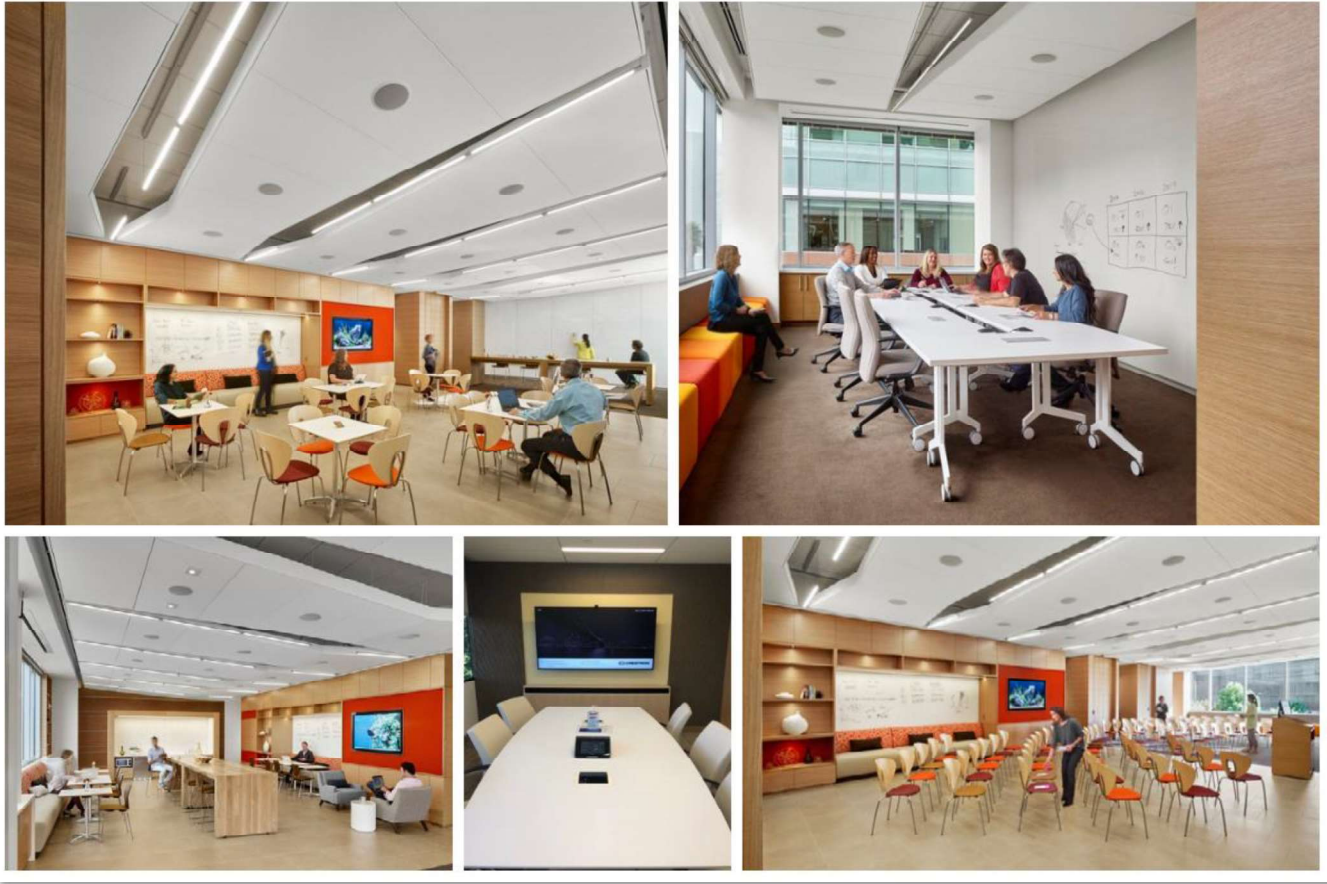
Genentech, a member of the Roche Group Various locations



Genentech has been a customer of Avidex since 2010. During this time Avidex has completed thousands of spaces, this year Avidex is on track to complete 300+ conference rooms. Avidex works with Genentech to maintain and execute design standards. Completing a variety of projects in various locations including South San Francisco, Hillsborough, Vacaville, Dixon, Louisville KY, Mississauga Canada, Little Falls, and Oceanside campuses. Avidex has a team of 5 permanent on-site technicians responsible for all ongoing operations of San Francisco, Vacaville and Dixon campuses covering more than 80 buildings.

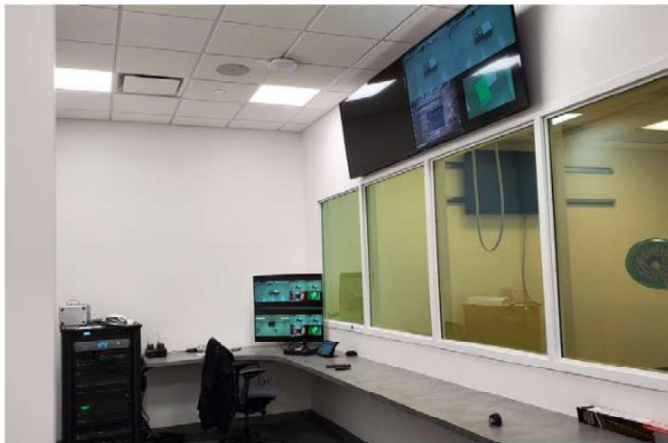
**Stanford University
Redwood City Campus**

Stanford University built a new campus in Redwood City to relocate roughly 3,500 staff members from the main campus. The project scope consisted of the development of conference room standards and the deployment of technology in approximately 250 spaces in four buildings by Avidex. All small, medium, and large conference rooms were deployed with integrated video conferencing to facilitate communication between the Palo Alto and Redwood City campuses. Design, implementation, and completion of the project took one year.

**Nektar Therapeutics
San Francisco**

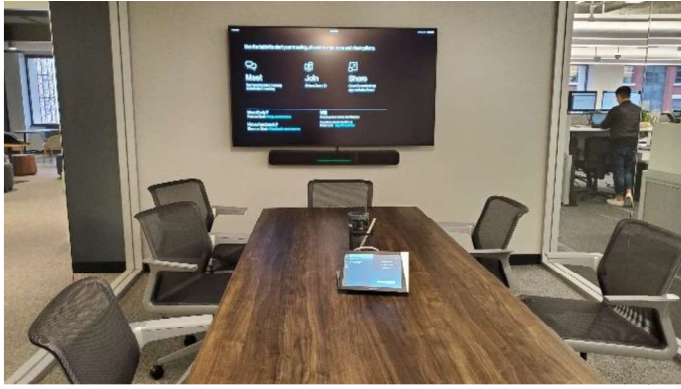
Avidex has been collaborating with Nektar on audio-visual design and implementation since 2008. Over the number of years Avidex has been responsible for their corporate campus relocation, technology refreshes, and most recently in 2019 the opening of new site in San Francisco. The technology refresh included the design and implementation of medium and large conference rooms with new collaborative technologies. Additionally, a large multipurpose space was included in the scope of work. This space was the first for Nektar to implement dedicated collaboration solutions (audio and video conferencing capabilities) in every meeting space. Avidex is currently engaged to refresh their existing campus with these new standards.

Intuitive Surgical Various global locations



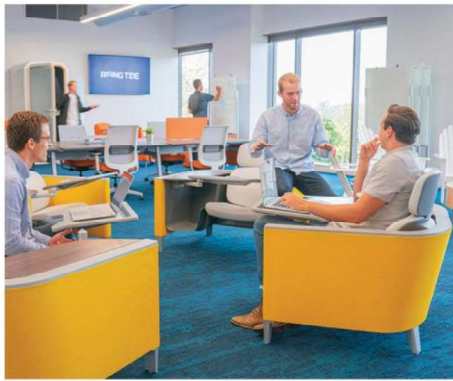
Intuitive Surgical, Inc. is an American corporation that develops, manufactures, and markets robotic products designed to improve clinical outcomes of patients through minimally invasive surgery, most notably with the da Vinci Surgical System. The company is part of the NASDAQ-100 and S&P 500.

Avidex has provided design, installation, and maintenance services in over 150 Intuitive rooms since 2018 in eight US and European locations. Systems range from Cisco and Poly collaboration kits to fully integrated boardrooms with audio and video conferencing. Avidex designed and implemented interactive user experience surgical operating labs for surgical simulations and training recordings.

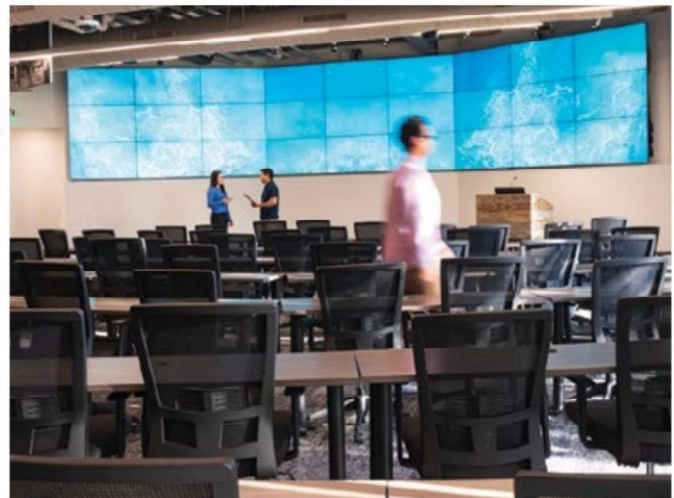
DocuSign

Avidex has provided AV design and integration services for DocuSign since 2015, including all the integration work for their new San Francisco offices. Avidex currently provides design and global standards development for projects around the world including all US locations, Ireland, France, Israel, Japan, Australia, and others.

University of California Irvine – Beall Applied Innovation Irvine, CA



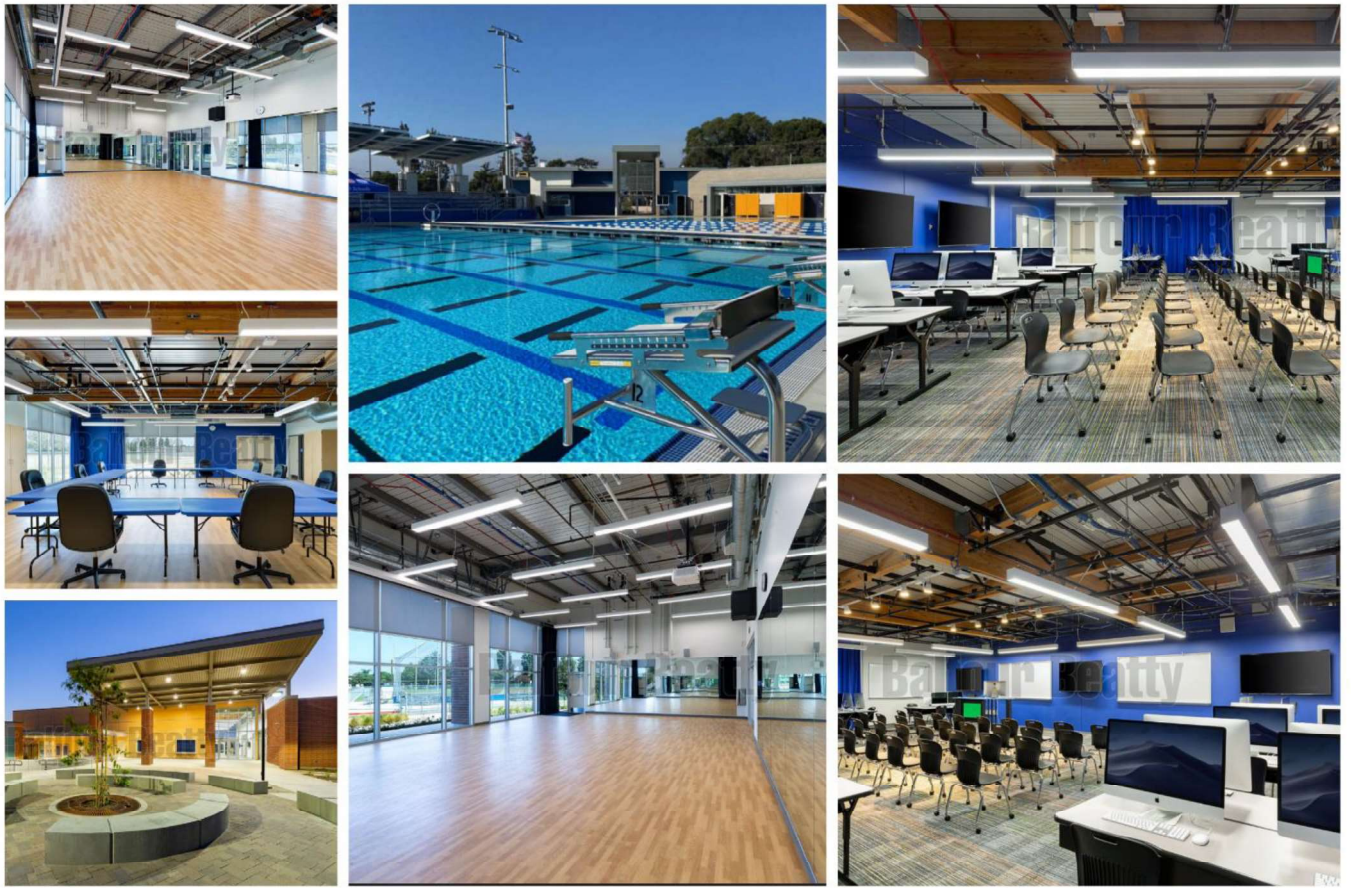
2020
scn
SYSTEMS CONTRACTOR NEWS
INSTALL
OF THE YEAR



The Cove @ UCI, home to UCI Beall Applied Innovation, is a 100,000-plus-square-foot facility in UCI Research Park. The university teamed up with Avidex, for the design-build audiovisual integration project. Every aspect of the facility was constructed with technology, collaboration, and innovation in mind. The cornerstone of the integration project is the 180-degree, 134-foot-long Planar/Leyard dvLED video wall that provides high-impact, seamless content driven by Hiperwall. The Beach is a purpose-built event space complemented by cutting-edge audio systems, confidence monitors, cameras, and systems for recording and live event streaming, videoconferencing, and room controls.

[Click to see the profile video or read the full project profile.](#)

Edgewood High School Events Center and Sports Complex West Covina, CA



The Avidex Lake Forest branch designed and installed all the project's audiovisual systems including the structured data cabling and infrastructure to support the systems across the events center and sports complex as well as interface them into the existing network infrastructure on campus. The new structured cabling system provides connectivity to all IP devices, including computers, wireless access points, security cameras, and other audio-video equipment campus-wide.

The Oakland Athletics Oakland, CA



Major League Baseball's Oakland Athletics have a rich history at the Oakland Coliseum, playing baseball there since 1968 and actively working to enrich the fan experience. Two areas of Oakland Coliseum, “The Treehouse” and “The Stomping Ground” were targeted to elevate the stadium experience. Avidex designed and installed the audiovisual systems in these areas, offering fans of all ages a unique and exciting experience. The audiovisual showpiece of both spaces is the dynamic, large-scale video walls. Utilizing the internal capabilities of these professional-grade displays, operators can select from a variety of configurations from the Extron control system. Eight individual images can be viewed on the eight individual displays, two large images side-by-side, or any combination of these for a truly custom viewing experience. The content fed to the displays includes live feeds from the broadcast booth, MATV, and local inputs. Two surface-mounted Extron speakers above the video wall create an impactful audio experience, complete with a power amplifier and professional DSP audio processor. Stadium staff are in complete control with the user-friendly touch panel control system, allowing them to play any of the available audio over the loudspeakers or select/change the video content.

“We’ve worked with Avidex for years on other projects, including our corporate office space. The Treehouse and Stomping Ground was a big project. I wanted to make sure the AV experience and screens were something impactful,” said David Rinetti, Vice President of Stadium Operations for the Oakland A’s. “I asked Avidex to provide all the bells and whistles possible within my budget parameters, and they delivered, on budget and on time.”

[Click to read the full project profile.](#)

**Airbus Group, Inc.
Washington, DC**

Airbus Group Inc. was looking to craft a unique and engaging experience center for their clients. The center accomplished this by cutting-edge deployments of technology to demonstrate the Airbus Group Inc. story throughout every part of the facility. Avidex was tasked with taking a multitude of conceptual ideas throughout the facility and making them a reality. These ideas ranged from a simple conference room with a local presentation to a divisible conference room, digital signage, interactive systems, complex video walls, and experience elements in the ceiling. These unique solutions needed to be visually interesting yet easy for the local team to maintain and operate. Showpiece design elements of the installation include display systems housed in the ceiling, requiring custom fabrications and special considerations for cooling and supporting the glass on the large flat panel displays used for this deployment. Two projection-based video wall solutions also act as unique presentation points throughout the Airbus Group Inc. experience center.

[Click to read the full project profile](#)

City Hall Remodel Audio Visual Contract Furnishings Contract

John Beacham
Public Works Director

September 16, 2024



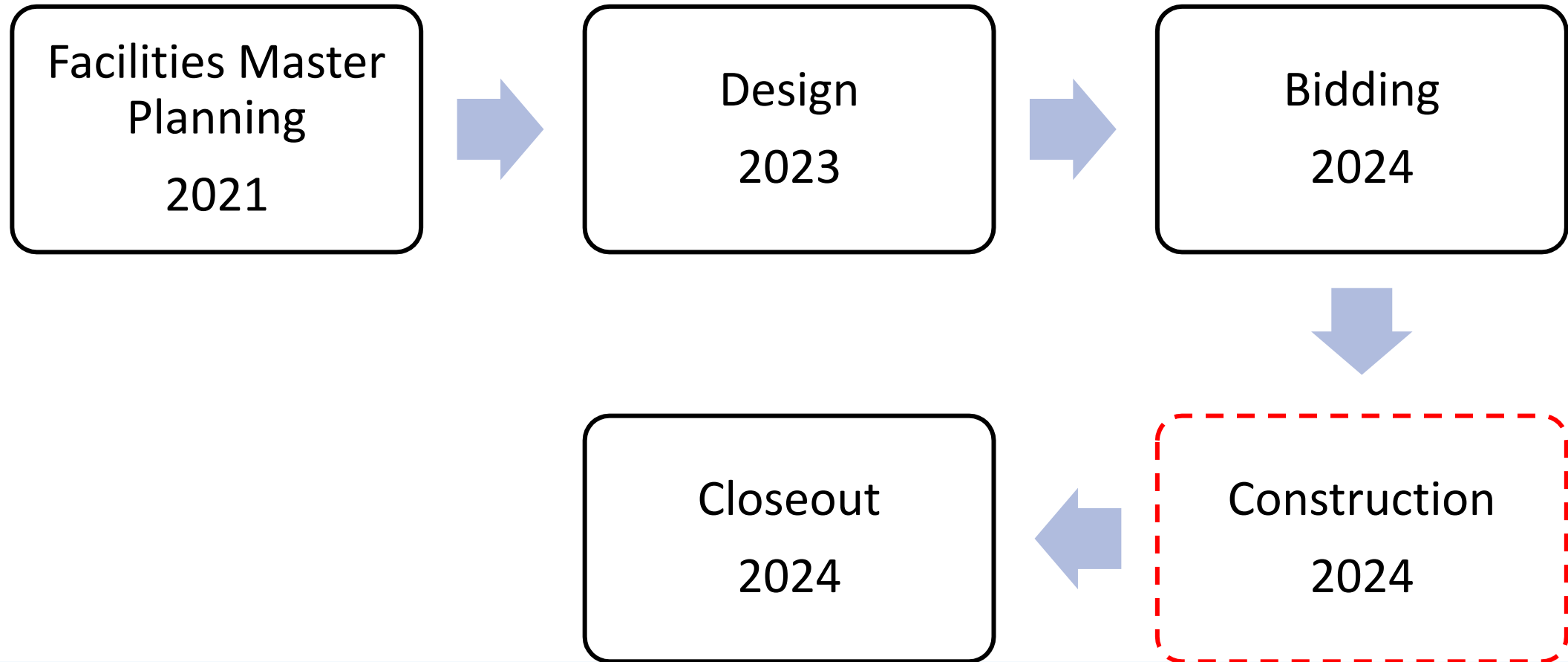
Summary

- Approval is sought for contracts to deliver the audio visual and furnishings components of the City Hall Remodel project.
- Costs are compatible with Facilities Plan Implementation projections.

Outline

- Background/History
- Audio Visual Contract
- Furnishing Contract
- Financial
- Recommendation and Questions

Project Background and Timeline

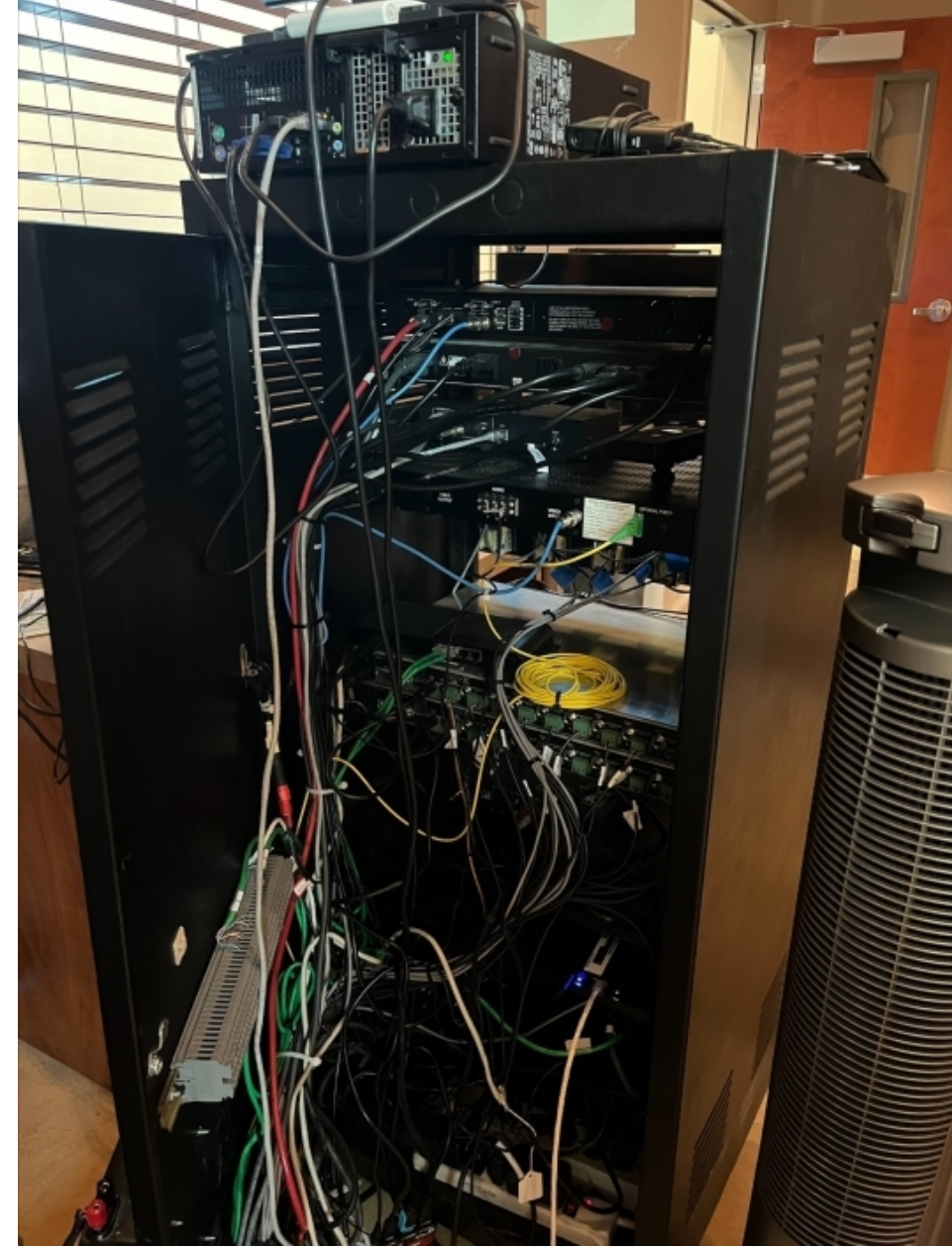


Background

- Construction Underway
- Expected Completion
Nov/Dec
- Remaining Contracts:
 - Security
 - Audio Visual
 - Furnishings

Audio Visual

- Upgrade obsolete control system for City Council Chambers
- Add equipment for new conference room
- Includes building wide controller



Audio Visual

- Conducted RFP for Installation and Equipment
- Avidex selected as best response
 - Ongoing support
- Contract: \$140,724,97

Furnishings

- Furniture: Desks, chairs, tables, bookshelves, storage
- Partitions: Legal (Prosecution) and Finance Workstations



WS 7



WS 5 -7

Furnishings

- Contract Design Associates used existing contract pricing (available to public agencies)
- Contract Value: \$191,376.15

Financial

- Audio Visual: \$140,724.97 + \$5,000 Contingency \$ 145,724.97
- Furnishings: \$ 191,376.15
- Design: \$ 164,380.00
- Construction: \$ 758,358.70
- Security: \$ 37,042.83
- Project Cost Estimate: \$1,296,882.65
- Costs are in alignment with Facilities Plan Implementation

Recommendation

- Award contracts to Avidex for Audio Visual equipment and services and to Contract Design Associates for furnishings.

Questions



CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: City Hall Remodel Project – Furnishings Contract with Contract Design Associates

ITEM AND RECOMMENDED ACTION:

Staff request City Council approval of the contract with Contract Design Associates (CDA) to provide and install furnishing for the City Hall Remodel and authorization of the Mayor to sign the contract documents.

DISCUSSION:

City Staff worked with CDA to identify furniture on contracts available to public agencies in Idaho through state contracts or other shared contracts. CDA provided a proposal to provide the following furnishings:

- Office partitions and furniture for remodeled Legal (Prosecution), Finance, and Admin areas,
- Furniture for remodeled rotunda and City Council chambers, and
- Furniture for the new conference room.

CDA will provide all the furnishings and install them when the remodel work is complete.

The value of this contract is \$191,376.15. Project construction is expected to be complete by the end of 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Construction Bid Award – June 4, 2024
Design Review Workshop – December 19, 2023
Design Contract Amendment #2 – November 7, 2023
Design Contract Amendment #1 – August 2, 2023
Design and Study Contract – March 7, 2023

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for the City Hall Remodel will come from the City's Facilities Fund. After receiving cost proposals for Audio Visual services and for Furnishings, the total estimated costs of the project total \$1.3M, slightly up from prior projections. This cost remains compatible with the implementation of the City's 2021 Capital Facilities Plan.

BUDGET CODE:

011-491.1801.93163

ATTACHMENTS:

1. PROPOSAL 52803 9.9.24
2. 2024 CDA Terms & Conditions
3. 2024.09.12 Memo Cooperative Purchasing

PROPOSAL

PROPOSAL #: 52803

DATE: 09/09/24

PROJECT #: 15-655

PROPOSAL FOR: 3068

CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS ID 83854

INSTALL AT:

CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS ID 83854

CUSTOMER P.O.

PAYMENT TERMS

QUOTE VALID

SALESPERSON

NET 10 DAYS

10/03/24

SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	4	ZCELA D01 15.03 W03 41.50 EZ LBC LBC	Exact Size File Top,Sq-Edge,Lam Top depth 15.00in - 30.00in Depth Entry width 36.01in - 48.00in Width Entry standard hmi high-pressure laminates walnut on ash (CP) walnut on ash (CP)	141.94	567.76
2	4	LW140.24FF SB SS WL KA 2F 1M	Tag 1: ADMIN PO +Ped W-Pull,Surface Att 24D,F/F +full-extension ball-bearing +smooth paint on smooth steel +warm stone (CP) +keyed alike +27 1/4" high (raised height) +2 file converters in each file drawer	252.03	1,008.12
3	4	LW140.24BBF SB SS WL KA 2F 3M	Tag 1: ADMIN PO +Ped W-Pull,Surface Att 24D,B/B/F +full-extension ball-bearing +smooth paint on smooth steel +warm stone (CP) +keyed alike +27 1/4" high (raised height) +drawer divider in one box drawer, pencil tray in	292.05	1,168.20
4	1	LG500.4264 SS WL	Tag 1: ADMIN PO +Bookcase 42W 64H +smooth paint on smooth steel +warm stone (CP)	706.21	706.21
5	3	LG500.4226 SS WL	Tag 1: ADMIN PO +Bookcase 42W 26H +smooth paint on smooth steel +warm stone (CP)	613.27	1,839.81

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SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
6	4	PIA1B326HA	+Verus Wk Chair, Assembled,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter,height-adjustable arms,adj seat depth,not f	578.87	2,315.48
		AJ	+adjustable lumbar with sacral support		
		BK	+black base/black frame		
		36506	+shale		
		BB	+2 1/2" hard caster, black yoke, carpet only		
		1HA	+medley-Pr Cat 2		
		04	+medley cinder		
7	4	DW7A.30CE	Tag 1: ADMIN PO @Nevi Table Base Kit 2 Legs, C-Foot, Elec Std Range 30D	558.58	2,234.32
		SRM	@digital read out with memory		
		WL	@warm stone (CP)		
		57	+glides		
8	4	FV696.48	Tag 1: ADMIN PO +Stiffener, 48W	29.32	117.28
9	4	FV694.P12A6	Tag 1: ADMIN PO +Screen,Pntd, 12" below WS, 66W	337.96	1,351.84
		6 WL	+warm stone (CP)		
		WL	+warm stone (CP)		
10	4	FV2D2.S2AFS	Tag 1: ADMIN PO +Square Open Support Leg,for Sq-Edge Surface, 12"D Shared,Fxd Hght,Shared	95.38	381.52
		WL	+warm stone (CP)		
11	3	FV2D2.S24FR	Tag 1: ADMIN PO +Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght,Rt	145.73	437.19
		WL	+warm stone (CP)		
			Tag 1: ADMIN PO		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
12	1	FV2D2.S24FL WL	+Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght,Lft +warm stone (CP) Tag 1: ADMIN PO	145.73	145.73
13	8	PIA4S1SP BK BK 36506 G4 1HA 04	+Verus Side Chair, 4-Leg Base,4-leg base,Interweave 2 suspension back,fixed arms,not fire retardant +black +black +shale +glide, carpet only +medley-Pr Cat 2 +medley cinder Tag 1: ADMIN PO	338.04	2,704.32
14	4	FTS10.2472L S LBC LBC	+Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz +walnut on ash (CP) +walnut on ash (CP) Tag 1: ADMIN PO	201.71	806.84
15	4	FTS10.2442L S LBC LBC	+Rect Surf,sq-edge,24" d,42" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz +walnut on ash (CP) +walnut on ash (CP) Tag 1: ADMIN PO	115.81	463.24
16	4	FT29B.2	+Surface Ganging Bracket,pair Tag 1: ADMIN PO	18.66	74.64

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
17	4	FT199.	+Cable Management Trough	30.21	120.84
18	2	1B2JK7- 229	Tag 1: ADMIN PO +Lock Plug and Key,Chrome UM Series +key number 229	2.96	5.92
19	2	1B2JK7- 228	Tag 1: ADMIN PO +Lock Plug and Key,Chrome UM Series +key number 228	2.96	5.92
20	2	1B2JK7- 227	Tag 1: ADMIN PO +Lock Plug and Key,Chrome UM Series +key number 227	2.96	5.92
21	2	1B2JK7- 226	Tag 1: ADMIN PO +Lock Plug and Key,Chrome UM Series +key number 226	2.96	5.92
22	8	Y91171.CM 0J	Tag 1: ADMIN PO +Flo Sngle-Screen Monitor Arm Support,Surf Clamp +white	210.88	1,687.04
23	4	Y1414.K06S 91	Tag 1: ADMIN PO +Logic Mini, 2 Simplex Rcpt, 6' Cord, Surface Clamp @white (CP)	118.96	475.84
24	4	FTS10.3072L S	Tag 1: ADMIN PO +Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	247.92	991.68
		LBC	+walnut on ash (CP)		
		LBC	+walnut on ash (CP)		
25	45	PIA4S1SP	Tag 1: ADMIN PO +Verus Side Chair, 4-Leg Base,4-leg base,Interweave 2 suspension back,fixed arms,not fire retardant	358.07	16,113.15

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
26	13	Y1338. BK BK 36506 U4 4GE 03	+black +black +shale +hard wheel caster, carpet only @parcel-Pr Cat 3 +parcel bayou Tag 1: CONFERENCE RM +Connect Ganging Bracket Kit	53.62	697.06
27	19	DT5AS.2460L T LBV LBV BK 20	Tag 1: CONFERENCE RM +Everywhere Flip-Top Rect Table,Squared Edge,Lam Top/Thermo Edge,T-Leg 24D 60W +warm grey teak +warm grey teak +black +casters	745.59	14,166.21
28	4	PIA1B326HA AJ BK 36506 BB 1HA 04	Tag 1: CONFERENCE RM +Verus Wk Chair, Assembled,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter,height-adjustable arms,adj seat depth,not f +adjustable lumbar with sacral support +black base/black frame +shale +2 1/2" hard caster, black yoke, carpet only +medley-Pr Cat 2 +medley cinder	564.71	2,258.84
29	1	LCLH CS	Tag 1: Council Lectern, Wood VeneerADA Lectern, 37-3/4"w x 44"h x 24"d Custom Stain	4,708.00	4,708.00

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
30	1	FEE	CH * Cherry on Maple Species * ***No Light Add-on for Lectern *** * ***No Clock Required for Lectern *** Tag 1: Council Custom Stain	165.00	165.00
31	2	4-1630LWA	Tag 1: Council Pulse 15.625x30 Left Wing Assembly ~TFL-W TFL Wood Grain LC2 Sienna (LC2)	269.64	539.28
32	2	4-1630RWA	Tag 1: Council Pulse 15.625x30 Right Wing Assembly ~TFL-W TFL Wood Grain LC2 Sienna (LC2)	269.64	539.28
33	2	4-2935MCB	Tag 1: Council Pulse 34.75w Modular Desk Modesty Panel ~TFL-W TFL Wood Grain LC2 Sienna (LC2)	149.94	299.88
34	2	4-6630MCT	Tag 1: Council Pulse 66x30 Modular Desk Top ~HPL-W HPL Wood Grain CHP Sienna (CHP) EY Square G5 Grommets Right and Left LJ Black	399.00	798.00
35	1	DW7A.30CE	Tag 1: Council @Nevi Table Base Kit 2 Legs, C-Foot, Elec Std Range 30D SRM @digital read out with memory WL @warm stone (CP) 57 +glides	558.58	558.58

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
36	1	LW140.24FF SB SS WL KA 2F 1M	Tag 1: FINANCE PO +Ped W-Pull, Surface Att 24D,F/F +full-extension ball-bearing +smooth paint on smooth steel +warm stone (CP) +keyed alike +27 1/4" high (raised height) +2 file converters in each file drawer	252.03	252.03
37	1	LW140.24BBF SB SS WL KA 2F 3M	Tag 1: FINANCE PO +Ped W-Pull, Surface Att 24D,B/B/F +full-extension ball-bearing +smooth paint on smooth steel +warm stone (CP) +keyed alike +27 1/4" high (raised height) +drawer divider in one box drawer, pencil tray in	292.05	292.05
38	1	LG500.4226 SS WL	Tag 1: FINANCE PO +Bookcase 42W 26H +smooth paint on smooth steel +warm stone (CP)	613.27	613.27
39	2	PIA4S1SP BK BK 36506 G4 1HA 04	Tag 1: FINANCE PO +Verus Side Chair, 4-Leg Base, 4-leg base, Interweave 2 suspension back, fixed arms, not fire retardant +black +black +shale +glide, carpet only +medley-Pr Cat 2 +medley cinder Tag 1: FINANCE PO	338.04	676.08

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
40	1	PIA1B326HA	+Verus Wk Chair, Assembled,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter,height-adjustable arms,adj seat depth,not f	578.87	578.87
		AJ	+adjustable lumbar with sacral support		
		BK	+black base/black frame		
		36506	+shale		
		BB	+2 1/2" hard caster, black yoke, carpet only		
		1HA	+medley-Pr Cat 2		
		04	+medley cinder		
41	1	FV696.48	Tag 1: FINANCE PO +Stiffener, 48W	29.32	29.32
42	1	FV2D2.S24FL	Tag 1: FINANCE PO +Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght,Lft	145.73	145.73
		WL	+warm stone (CP)		
43	1	FV2D2.S2AFS	Tag 1: FINANCE PO +Square Open Support Leg,for Sq-Edge Surface, 12"D Shared,Fxd Hght,Shared	95.38	95.38
		WL	+warm stone (CP)		
44	1	ZCELA	Tag 1: FINANCE PO Exact Size File Top,Sq-Edge,Lam Top	141.94	141.94
		D01	depth 15.00in - 30.00in		
		15.03	Depth Entry		
		W03	width 36.01in - 48.00in		
		41.50	Width Entry		
		EZ	standard hmi high-pressure laminates		
		HX	aged cherry (non-promote)		
		HX	aged cherry (non-promote)		
			Tag 1: FINANCE PO		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
45	1	Y1414.K06S 91	+Logic Mini, 2 Simplex Rcpt, 6' Cord, Surface Clamp @white (CP) Tag 1: FINANCE PO	118.96	118.96
46	1	FV694.P12A6 6 WL WL	+Screen,Pntd, 12" below WS, 66W +warm stone (CP) +warm stone (CP) Tag 1: FINANCE PO	337.96	337.96
47	2	1B2JK7- 230	+Lock Plug and Key,Chrome UM Series +key number 230 Tag 1: FINANCE PO	2.96	5.92
48	1	FT199.	+Cable Management Trough Tag 1: FINANCE PO	30.21	30.21
49	2	Y91171.CM 0J	+Flo Sngle-Screen Monitor Arm Support,Surf Clamp +white Tag 1: FINANCE PO	210.88	421.76
50	1	FT29B.2	+Surface Ganging Bracket,pair Tag 1: FINANCE PO	18.66	18.66
51	1	FTS10.2442L S	+Rect Surf,sq-edge,24" d,42" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz HX HX	115.81	115.81
52	1	FTS10.2472L S HX	+Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz +aged cherry (non-promote) +aged cherry (non-promote) Tag 1: FINANCE PO	201.71	201.71

CONTINUED...

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
53	1	HX FTS10.3072L S	+aged cherry (non-promote) Tag 1: FINANCE PO +Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	247.92	247.92
54	1	HX HX FT155.B	+aged cherry (non-promote) +aged cherry (non-promote) Tag 1: FINANCE PO +15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	76.12	76.12
55	5	91 FT121.346	+white (CP) Tag 1: FINANCE WS +Conn 90,Universal,3way-for 46H frames and lower	29.92	149.60
56	1	FT122.2	Tag 1: FINANCE WS +Conn 90-Deg Universal,Stacking,2way,90 deg	16.88	16.88
57	2	FT122.3	Tag 1: FINANCE WS +Conn 90-Deg Universal,Stacking,3way	20.14	40.28
58	1	FT123.111NP	Tag 1: FINANCE WS +Conn Cover 90-Deg, 1 Side Covered,No Base Ptd 11H	18.36	18.36
59	3	91 FT123.135BP	+white (CP) Tag 1: FINANCE WS +Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 35H	17.18	51.54
		91	+white (CP) Tag 1: FINANCE WS		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
60	2	FT123.157BP	+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 57H 91 +white (CP) Tag 1: FINANCE WS	21.62	43.24
61	1	FT123.257BP	+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 57H 91 +white (CP) Tag 1: FINANCE WS	26.95	26.95
62	2	FT123.322NP	+Conn Cover 90-Deg, 3 Sides Covered,No Base Ptd 22H 91 +white (CP) Tag 1: FINANCE WS	33.47	66.94
63	1	FT126.2AP	+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd 91 +white (CP) Tag 1: FINANCE WS	13.33	13.33
64	1	FT126.2BP	+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 180-Deg Ptd 91 +white (CP) Tag 1: FINANCE WS	13.33	13.33
65	8	FT128.35	+Connection Hardware, Frame-to-Frame 35H Tag 1: FINANCE WS	10.66	85.28
66	1	FT155.C	+15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg 91 +white (CP) Tag 1: FINANCE WS	76.12	76.12
67	6	FT128.57	+Connection Hardware, Frame-to-Frame 57H Tag 1: FINANCE WS	13.92	83.52
68	1	FT121.246	+Conn 90,Universal,2way,90 deg-for 46H frames and lower Tag 1: FINANCE WS	25.77	25.77

CONTINUED...

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
69	2	FT140.06	Tag 1: FINANCE WS +Power Entry, External Direct Connect 6'long LZ +PVC-free	72.57	145.14
70	3	FT150.24	Tag 1: FINANCE WS +Base Power Harness 24W LZ +PVC-free	53.32	159.96
71	3	FT150.30	Tag 1: FINANCE WS +Base Power Harness 30W LZ +PVC-free	55.39	166.17
72	5	FT150.36	Tag 1: FINANCE WS +Base Power Harness 36W LZ +PVC-free	57.46	287.30
73	4	FT150.42	Tag 1: FINANCE WS +Base Power Harness 42W LZ +PVC-free	60.42	241.68
74	2	FT155.A	Tag 1: FINANCE WS +15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg 91 +white (CP)	76.12	152.24
75	2	FT126.3AP	Tag 1: FINANCE WS +Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd 91 +white (CP)	13.33	26.66
76	6	FT112.42AP	Tag 1: FINANCE WS +Frame Top Cap, Standard Ptd 42W 91 +white (CP)	17.48	104.88
77	10	Y7216.10	Tag 1: FINANCE WS +Paper Tray 10W 91 +white (CP) Tag 1: FINANCE WS	21.63	216.30

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
78	6	FT112.30AP 91	+Frame Top Cap,Standard Ptd 30W +white (CP) Tag 1: FINANCE WS	13.92	83.52
79	2	1B2JK7- 232	+Lock Plug and Key,Chrome UM Series +key number 232 Tag 1: FINANCE WS	2.96	5.92
80	10	Y91171.CM 0J	+Flo Sngle-Screen Monitor Arm Support,Surf Clamp +white Tag 1: FINANCE WS	210.88	2,108.80
81	4	Y7218. 91	+Diagonal Tray +white (CP) Tag 1: FINANCE WS	35.60	142.40
82	4	FT160.35BP 91	+Finished End,Base Cover Ptd 35H +white (CP) Tag 1: FINANCE WS	23.99	95.96
83	4	Y7100.3008 91	+Surface-Attached Tool Rail 8H 30W +white (CP) Tag 1: FINANCE WS	224.40	897.60
84	5	Y1414.K06S 91	+Logic Mini, 2 Simplex Rcpt, 6' Cord, Surface Clamp @white (CP) Tag 1: FINANCE WS	115.35	576.75
85	1	ZCELA D01 23.00 W01 18.00 EZ LBV LBV	Exact Size File Top Squared Vinyl Edge Lam Top depth 15.00in - 30.00in User Entry width 15.00in - 24.00in User Entry standard hmi high-pressure laminates warm grey teak warm grey teak Tag 1: FINANCE WS	72.10	72.10

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INSTALL AT:

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CUSTOMER P.O.

PAYMENT TERMS

QUOTE VALID

SALESPERSON

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SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
86	2	1B2JK7- 233	+Lock Plug and Key,Chrome UM Series +key number 233 Tag 1: FINANCE WS	2.96	5.92
87	2	1B2JK7- 231	+Lock Plug and Key,Chrome UM Series +key number 231 Tag 1: FINANCE WS	2.96	5.92
88	1	FT110.3518N 91	+Frame,Base Covers, no knockouts 35H 18W +white (CP) Tag 1: FINANCE WS	70.79	70.79
89	8	FT112.36AP 91	+Frame Top Cap,Standard Ptd 36W +white (CP) Tag 1: FINANCE WS	15.40	123.20
90	1	FT110.3524J 91	+Frame,Base Covers, Pwr/Data knockouts 35H 24W +white (CP) Tag 1: FINANCE WS	79.68	79.68
91	4	FT110.3536J 91	+Frame,Base Covers, Pwr/Data knockouts 35H 36W +white (CP) Tag 1: FINANCE WS	90.34	361.36
92	4	FT110.3542J 91	+Frame,Base Covers, Pwr/Data knockouts 35H 42W +white (CP) Tag 1: FINANCE WS	95.38	381.52
93	1	FT110.4618N 91	+Frame,Base Covers, no knockouts 46H 18W +white (CP) Tag 1: FINANCE WS	78.20	78.20
94	3	FT110.4630J 91	+Frame,Base Covers, Pwr/Data knockouts 46H 30W +white (CP) Tag 1: FINANCE WS	90.64	271.92

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
95	2	FT110.4642J	+Frame,Base Covers, Pwr/Data knockouts 46H 42W 91 +white (CP) Tag 1: FINANCE WS	101.30	202.60
96	2	FT110.5718N	+Frame,Base Covers, no knockouts 57H 18W 91 +white (CP) Tag 1: FINANCE WS	83.23	166.46
97	2	FT110.5724J	+Frame,Base Covers, Pwr/Data knockouts 57H 24W 91 +white (CP) Tag 1: FINANCE WS	91.53	183.06
98	4	FT110.5736J	+Frame,Base Covers, Pwr/Data knockouts 57H 36W 91 +white (CP) Tag 1: FINANCE WS	101.30	405.20
99	4	FT112.18AP	+Frame Top Cap,Standard Ptd 18W 91 +white (CP) Tag 1: FINANCE WS	12.44	49.76
100	3	FT112.24AP	+Frame Top Cap,Standard Ptd 24W 91 +white (CP) Tag 1: FINANCE WS	13.03	39.09
101	3	FT110.3530J	+Frame,Base Covers, Pwr/Data knockouts 35H 30W 91 +white (CP) Tag 1: FINANCE WS	78.20	234.60
102	5	FT160.57BP	+Finished End,Base Cover Ptd 57H 91 +white (CP) Tag 1: FINANCE WS	28.14	140.70
103	3	L2PT.4630FX RHK	@Personal Tower - Tall,46" h,30" d,flex,rt,high-pressure lam w/ thermo edge,bar pull LBV @warm grey teak 91 @white (CP)	1,719.07	5,157.21

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
104	8	91 NNN KA FT170.3018T	@white (CP) @no cutout +keyed alike Tag 1: FINANCE WS +Lower Tile, Tackable Fabric 30H 18W	59.83	478.64
105	1	91 51 03 FT161.11AP	+white (CP) +cord-Pr Cat 2 +cord linen Tag 1: FINANCE WS +Finished End, Chg of Ht Standard Ptd 11H	18.96	18.96
106	4	91 57 DW7A.30CE	+white (CP) +glides Tag 1: FINANCE WS @Nevi Table Base Kit 2 Legs, C-Foot, Elec Std Range 30D	558.58	2,234.32
107	1	SRM 91 57 DW6ACS.3072 LEWB	@digital read out with memory @white (CP) +glides Tag 1: FINANCE WS +Nevi Rect Table W/C-Foot, Sq-Edge, Lam Top/Thermo Edge, Elec Std Range, Legs W/Cross Beam 30D 72W	821.99	821.99
108	2	SRM LBV LBV 91 57 FT126.1AP	@digital read out with memory @warm grey teak @warm grey teak @white (CP) +glides Tag 1: FINANCE WS +Top Cap, Conn 90-Deg, Connects-1 Frame Top Caps Ptd +white (CP) Tag 1: FINANCE WS	13.33	26.66

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
109	1	LW200.423 XS 91 KA CB 1R	+Lat File,W-Pull Freestd 3 Dwr 42W +textured paint on smooth steel +white (CP) +keyed alike +counterweight (recommended) +front-to-back filing rail Tag 1: FINANCE WS	763.20	763.20
110	5	LW150.20BBF SB XS 91 F8 KA 3M	+Ped W-Pull,Support 20D for 24D Wk Surf,B/B/F +full-extension ball-bearing +textured paint on smooth steel +white (CP) +for Canvas Office Landscape +keyed alike +drawer divider in one box drawer, pencil tray in Tag 1: FINANCE WS	310.71	1,553.55
111	2	1B2JK7- 234	+Lock Plug and Key,Chrome UM Series +key number 234 Tag 1: FINANCE WS	2.96	5.92
112	1	L2PT.4630FX LHK LBV 91 91 NNN KA	@Personal Tower - Tall,46" h,30" d,flex,l,f,high-pressure lam w/ thermo edge,bar pull @warm grey teak @white (CP) @white (CP) @no cutout +keyed alike Tag 1: FINANCE WS	1,719.07	1,719.07
113	4	FV696.48	+Stiffener, 48W Tag 1: FINANCE WS	29.32	117.28

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
114	4	FTS10.3072L S	+Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	240.51	962.04
		LBV	+warm grey teak		
		LBV	+warm grey teak		
115	2	FTS10.2478L F	Tag 1: FINANCE WS +Rect Surf,sq-edge,24" d,78" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf	228.96	457.92
		LBV	+warm grey teak		
		LBV	+warm grey teak		
116	2	FTS10.2472L F	Tag 1: FINANCE WS +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf	220.37	440.74
		LBV	+warm grey teak		
		LBV	+warm grey teak		
117	3	FT290.24R	Tag 1: FINANCE WS +Surface Cantilever, for 20"-or 24" deep surface,rt-hnd	14.51	43.53
		91	+white (CP)		
118	2	1B2JK7-	Tag 1: FINANCE WS +Lock Plug and Key,Chrome UM Series	2.96	5.92
		235	+key number 235		
119	5	FT199.	Tag 1: FINANCE WS +Cable Management Trough	29.32	146.60
120	2	FT290.24L	Tag 1: FINANCE WS +Surface Cantilever, for 20"-or 24" deep surface,lft-hnd	14.51	29.02
		91	+white (CP)		
			Tag 1: FINANCE WS		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
121	12	FT170.3030T 91 51 03	+Lower Tile, Tackable Fabric 30H 30W +white (CP) +cord-Pr Cat 2 +cord linen Tag 1: FINANCE WS	65.46	785.52
122	16	FT170.3036T 91 51 03	+Lower Tile, Tackable Fabric 30H 36W +white (CP) +cord-Pr Cat 2 +cord linen Tag 1: FINANCE WS	71.38	1,142.08
123	12	FT170.3042T 91 51 03	+Lower Tile, Tackable Fabric 30H 42W +white (CP) +cord-Pr Cat 2 +cord linen Tag 1: FINANCE WS	74.64	895.68
124	2	FT181.1118T 91 51 03	+Upper Tile, 11" h, 18" w, tackable fabric +white (CP) +cord-Pr Cat 2 +cord linen Tag 1: FINANCE WS	32.29	64.58
125	6	FT181.1130T 91 51 03	+Upper Tile, 11" h, 30" w, tackable fabric +white (CP) +cord-Pr Cat 2 +cord linen Tag 1: FINANCE WS	36.14	216.84
126	6	FT170.3024T 91 51 03	+Lower Tile, Tackable Fabric 30H 24W +white (CP) +cord-Pr Cat 2 +cord linen Tag 1: FINANCE WS	62.79	376.74
127	4	FT181.2218T 91 51	+Upper Tile, 22" h, 18" w, tackable fabric +white (CP) +cord-Pr Cat 2	45.02	180.08

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
128	4	03 FT181.2224T	+cord linen Tag 1: FINANCE WS +Upper Tile,22" h,24" w,tackable fabric	46.80	187.20
		91	+white (CP)		
		51	+cord-Pr Cat 2		
		03	+cord linen		
129	8	03 FT181.2236T	+cord linen Tag 1: FINANCE WS +Upper Tile,22" h,36" w,tackable fabric	54.20	433.60
		91	+white (CP)		
		51	+cord-Pr Cat 2		
		03	+cord linen		
130	3	03 FT187.1130	+cord linen Tag 1: FINANCE WS +Thin-Profile Stacking Window,11" h,30" w	145.43	436.29
		91	+white (CP)		
		TR	+clear		
		91	+white (CP)		
		LD	+stacking on 35", 46", 57", 68", 79" base frame		
131	2	03 FT187.1142	+cord linen Tag 1: FINANCE WS +Thin-Profile Stacking Window,11" h,42" w	168.24	336.48
		91	+white (CP)		
		TR	+clear		
		91	+white (CP)		
		LD	+stacking on 35", 46", 57", 68", 79" base frame		
132	4	03 FT181.1142T	+cord linen Tag 1: FINANCE WS +Upper Tile,11" h,42" w,tackable fabric	41.76	167.04
		91	+white (CP)		
		51	+cord-Pr Cat 2		
		03	+cord linen		
			Tag 1: FINANCE WS		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
133	1	KSPEC5	Set of 5 cores/keys (black)	10.00	10.00
134	2	C2F3442CDDD	Tag 1: LEGAL LATERALS Calibre Lateral File, 3-10.5" drawers with rails, 42Wx34-1/2H, with lock (CORE TX) Textured Core Paints 116T PAINT: Sandstone (textured) (KEYALIKE) LOCK: Keyed Alike (LOCK) Specify lock core & key separately	899.52	1,799.04
135	2	5Z8C2NM	Tag 1: LEGAL LATERALS Counterweight Kit for freestanding files and cabinets, 42W	81.77	163.54
136	3	5Z4C2NM	Tag 1: LEGAL LATERALS Counterweight Kit for freestanding files and cabinets, 30W	81.77	245.31
137	3	C2F3430CDDD	Tag 1: LEGAL LATERALS Calibre Lateral File, 3-10.5" drawers with rails, 30Wx34-1/2H, with lock (CORE TX) Textured Core Paints 116T PAINT: Sandstone (textured) (KEYALIKE) LOCK: Keyed Alike (LOCK) Specify lock core & key separately	743.86	2,231.58
138	2	ZCELA	Tag 1: LEGAL LATERALS Exact Size File Top,Sq-Edge,Lam Top D01 depth 15.00in - 30.00in 15.03 Depth Entry W03 width 36.01in - 48.00in 41.50 Width Entry EZ standard hmi high-pressure laminates LBC walnut on ash (CP) LBC walnut on ash (CP)	141.94	283.88

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
139	2	Y1414.K06S 91	Tag 1: LEGAL PO +Logic Mini, 2 Simplex Rcpt, 6' Cord, Surface Clamp @white (CP)	118.96	237.92
140	2	FT199.	Tag 1: LEGAL PO +Cable Management Trough	30.21	60.42
141	4	Y91171.CM 0J	Tag 1: LEGAL PO +Flo Sngle-Screen Monitor Arm Support,Surf Clamp +white	210.88	843.52
142	2	1B2JK7- 236	Tag 1: LEGAL PO +Lock Plug and Key,Chrome UM Series +key number 236	2.96	5.92
143	2	1B2JK7- 237	Tag 1: LEGAL PO +Lock Plug and Key,Chrome UM Series +key number 237	2.96	5.92
144	1	FT29B.2	Tag 1: LEGAL PO +Surface Ganging Bracket,pair	18.66	18.66
145	2	FV694.P12A6 6 WL WL	Tag 1: LEGAL PO +Screen,Pntd, 12" below WS, 66W +warm stone (CP) +warm stone (CP)	337.96	675.92
146	1	FTS10.2454L S LBC LBC	Tag 1: LEGAL PO +Rect Surf,sq-edge,24" d,54" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz +walnut on ash (CP) +walnut on ash (CP)	156.10	156.10

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
147	1	FTS10.2472LS	Tag 1: LEGAL PO +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	201.71	201.71
		LBC	+walnut on ash (CP)		
		LBC	+walnut on ash (CP)		
148	1	FTS10.3072LS	Tag 1: LEGAL PO +Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	247.92	247.92
		LBC	+walnut on ash (CP)		
		LBC	+walnut on ash (CP)		
149	1	FV2D2.S24FL	Tag 1: LEGAL PO +Square Open Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght,Lft	145.73	145.73
		WL	+warm stone (CP)		
150	2	FV2D2.S2AFS	Tag 1: LEGAL PO +Square Open Support Leg,for Sq-Edge Surface, 12"D Shared,Fxd Hght,Shared	95.38	190.76
		WL	+warm stone (CP)		
151	1	DW6ACS.3072LEWB	Tag 1: LEGAL PO +Nevi Rect Table W/C-Foot, Sq-Edge, Lam Top/Thermo Edge, Elec Std Range, Legs W/Cross Beam 30D 72W	821.99	821.99
		SRM	@digital read out with memory		
		LBC	@walnut on ash (CP)		
		LBC	@walnut on ash (CP)		
		WL	@warm stone (CP)		
		57	+glides		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
152	1	FV696.48	Tag 1: LEGAL PO +Stiffener, 48W	29.32	29.32
153	1	DW7A.30CE	Tag 1: LEGAL PO @Nevi Table Base Kit 2 Legs, C-Foot, Elec Std Range 30D SRM @digital read out with memory WL @warm stone (CP) 57 +glides	558.58	558.58
154	2	PIA1B326HA	Tag 1: LEGAL PO +Verus Wk Chair, Assembled,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter,height-adjustable arms,adj seat depth,not f AJ +adjustable lumbar with sacral support BK +black base/black frame 36506 +shale BB +2 1/2" hard caster, black yoke, carpet only 1HA +medley-Pr Cat 2 04 +medley cinder	578.87	1,157.74
155	4	PIA4S1SP	Tag 1: LEGAL PO +Verus Side Chair, 4-Leg Base,4-leg base,Interweave 2 suspension back,fixed arms,not fire retardant BK +black BK +black 36506 +shale G4 +glide, carpet only 1HA +medley-Pr Cat 2 04 +medley cinder	338.04	1,352.16

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
156	2	LG500.4226 SS WL	Tag 1: LEGAL PO +Bookcase 42W 26H +smooth paint on smooth steel +warm stone (CP)	613.27	1,226.54
157	2	LW140.24BBF SB SS WL KA 2F 3M	Tag 1: LEGAL PO +Ped W-Pull, Surface Att 24D, B/B/F +full-extension ball-bearing +smooth paint on smooth steel +warm stone (CP) +keyed alike +27 1/4" high (raised height) +drawer divider in one box drawer, pencil tray in	292.05	584.10
158	1	FTS10.2442L S LBC LBC	Tag 1: LEGAL PO +Rect Surf, sq-edge, 24" d, 42" w, high-pressure lam top/thermoplastic edge, no brackets, for freestd or use w/ low crdnz +walnut on ash (CP) +walnut on ash (CP)	115.81	115.81
159	2	LW140.24FF SB SS WL KA 2F 1M	Tag 1: LEGAL PO +Ped W-Pull, Surface Att 24D, F/F +full-extension ball-bearing +smooth paint on smooth steel +warm stone (CP) +keyed alike +27 1/4" high (raised height) +2 file converters in each file drawer	252.03	504.06
160	8	FT170.3048T 91 51	Tag 1: LEGAL PO +Lower Tile, Tackable Fabric 30H 48W +white (CP) +cord-Pr Cat 2	81.46	651.68

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
161	4	03 FT150.42 LZ	+cord linen Tag 1: LEGAL WS +Base Power Harness 42W +PVC-free	62.50	250.00
162	16	91 51 03 FT170.3036T	Tag 1: LEGAL WS +Lower Tile, Tackable Fabric 30H 36W +white (CP) +cord-Pr Cat 2 +cord linen	73.46	1,175.36
163	18	91 51 03 FT170.3030T	Tag 1: LEGAL WS +Lower Tile, Tackable Fabric 30H 30W +white (CP) +cord-Pr Cat 2 +cord linen	67.24	1,210.32
164	5	91 FT160.57BP	Tag 1: LEGAL WS +Finished End, Base Cover Ptd 57H +white (CP)	29.03	145.15
165	1	91 FT155.C	Tag 1: LEGAL WS +15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg +white (CP)	78.49	78.49
166	1	91 FT155.B	Tag 1: LEGAL WS +15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg +white (CP)	78.49	78.49
167	2	91 FT155.A	Tag 1: LEGAL WS +15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg +white (CP) Tag 1: LEGAL WS	78.49	156.98

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
168	4	FT110.5730J	+Frame,Base Covers, Pwr/Data knockouts 57H 30W 91 +white (CP) Tag 1: LEGAL WS	99.23	396.92
169	8	FT150.36	+Base Power Harness 36W LZ +PVC-free Tag 1: LEGAL WS	59.24	473.92
170	8	FT150.30	+Base Power Harness 30W LZ +PVC-free Tag 1: LEGAL WS	57.17	457.36
171	1	FT140.06	+Power Entry, External Direct Connect 6'long LZ +PVC-free Tag 1: LEGAL WS	74.94	74.94
172	8	FT128.57	+Connection Hardware, Frame-to-Frame 57H Tag 1: LEGAL WS	14.51	116.08
173	20	FT170.3042T	+Lower Tile, Tackable Fabric 30H 42W 91 +white (CP) 51 +cord-Pr Cat 2 03 +cord linen Tag 1: LEGAL WS	76.72	1,534.40
174	10	FT128.35	+Connection Hardware, Frame-to-Frame 35H Tag 1: LEGAL WS	11.26	112.60
175	5	FT126.1AP	+Top Cap, Conn 90-Deg, Connects-1 Frame Top Caps Ptd 91 +white (CP) Tag 1: LEGAL WS	13.92	69.60
176	5	FT123.322NP	+Conn Cover 90-Deg, 3 Sides Covered,No Base Ptd 22H 91 +white (CP) Tag 1: LEGAL WS	34.66	173.30

PROPOSAL

PROPOSAL #: 52803

DATE: 09/09/24

PROJECT #: 15-655

PROPOSAL FOR: 3068

CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS ID 83854

INSTALL AT:

CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS ID 83854

CUSTOMER P.O.

PAYMENT TERMS

QUOTE VALID

SALESPERSON

NET 10 DAYS

10/03/24

SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
177	3	FT123.257BP	+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 57H 91 +white (CP) Tag 1: LEGAL WS	27.84	83.52
178	3	FT123.235BP	+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 35H 91 +white (CP) Tag 1: LEGAL WS	23.99	71.97
179	3	FT123.135BP	+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 35H 91 +white (CP) Tag 1: LEGAL WS	17.77	53.31
180	3	FT122.2	+Conn 90-Deg Universal,Stacking,2way,90 deg Tag 1: LEGAL WS	17.48	52.44
181	3	FT121.346	+Conn 90,Universal,3way-for 46H frames and lower Tag 1: LEGAL WS	31.10	93.30
182	6	FT121.246	+Conn 90,Universal,2way,90 deg-for 46H frames and lower Tag 1: LEGAL WS	26.66	159.96
183	4	FT112.48AP	+Frame Top Cap,Standard Ptd 48W 91 +white (CP) Tag 1: LEGAL WS	19.25	77.00
184	10	FT112.42AP	+Frame Top Cap,Standard Ptd 42W 91 +white (CP) Tag 1: LEGAL WS	18.07	180.70
185	8	FT112.36AP	+Frame Top Cap,Standard Ptd 36W 91 +white (CP) Tag 1: LEGAL WS	15.99	127.92

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SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
186	4	FT126.2AP	+Top Cap, Conn 90-Deg, Connects-2 Frame	13.92	55.68
		91	Top Caps, 90-Deg Ptd +white (CP) Tag 1: LEGAL WS		
187	9	FT112.30AP	+Frame Top Cap, Standard Ptd 30W	14.51	130.59
		91	+white (CP) Tag 1: LEGAL WS		
188	4	FT110.4648J	+Frame, Base Covers, Pwr/Data knockouts	111.67	446.68
		91	46H 48W +white (CP) Tag 1: LEGAL WS		
189	8	FT181.2230T	+Upper Tile, 22" h, 30" w, tackable fabric	52.43	419.44
		91	+white (CP)		
		51	+cord-Pr Cat 2		
		03	+cord linen Tag 1: LEGAL WS		
190	4	Y1414.K06S	+Logic Mini, 2 Simplex Rcpt, 6' Cord, Surface Clamp	118.96	475.84
		91	@white (CP) Tag 1: LEGAL WS		
191	4	Y7100.3008	+Surface-Attached Tool Rail 8H 30W	231.16	924.64
		91	+white (CP) Tag 1: LEGAL WS		
192	8	Y7216.10	+Paper Tray 10W	22.53	180.24
		91	+white (CP) Tag 1: LEGAL WS		
193	4	Y7218.	+Diagonal Tray	36.95	147.80
		91	+white (CP) Tag 1: LEGAL WS		
194	8	Y91171.CM	+Flo Sngle-Screen Monitor Arm	210.88	1,687.04
		0J	Support, Surf Clamp +white Tag 1: LEGAL WS		

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SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
195	2	1B2JK7- 238	+Lock Plug and Key,Chrome UM Series +key number 238 Tag 1: LEGAL WS	2.96	5.92
196	2	1B2JK7- 239	+Lock Plug and Key,Chrome UM Series +key number 239 Tag 1: LEGAL WS	2.96	5.92
197	2	1B2JK7- 240	+Lock Plug and Key,Chrome UM Series +key number 240 Tag 1: LEGAL WS	2.96	5.92
198	2	1B2JK7- 241	+Lock Plug and Key,Chrome UM Series +key number 241 Tag 1: LEGAL WS	2.96	5.92
199	5	FT110.3530J 91	+Frame,Base Covers, Pwr/Data knockouts 35H 30W +white (CP) Tag 1: LEGAL WS	80.57	402.85
200	8	FT110.3536J 91	+Frame,Base Covers, Pwr/Data knockouts 35H 36W +white (CP) Tag 1: LEGAL WS	93.01	744.08
201	8	FT181.1148T 91 51 03	+Upper Tile,11" h,48" w,tackable fabric +white (CP) +cord-Pr Cat 2 +cord linen Tag 1: LEGAL WS	45.61	364.88
202	2	FT110.3542J 91	+Frame,Base Covers, Pwr/Data knockouts 35H 42W +white (CP) Tag 1: LEGAL WS	98.34	196.68
203	4	LW150.28BBF SB XS	+Ped W-Pull,Support 28D for 30D Wk Surf,B/B/F +full-extension ball-bearing +textured paint on smooth steel	353.11	1,412.44

CONTINUED...

PROPOSAL

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
204	4	91 F8 KA 2M PIA1B326HA	+white (CP) +for Canvas Office Landscape +keyed alike +drawer divider in box drawers, 2 file converters Tag 1: LEGAL WS +Verus Wk Chair, Assembled,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter,height-adjustable arms,adj seat depth,not f	578.87	2,315.48
205	4	AJ BK 36506 BB 1HA 04 DUSG2.	+adjustable lumbar with sacral support +black base/black frame +shale +2 1/2" hard caster, black yoke, carpet only +medley-Pr Cat 2 +medley cinder Tag 1: LEGAL WS @Renew Obstruction Sensor Kit,over 60 inches	58.04	232.16
206	4	DU6ACS.3084 LE NNP SRM LBV LBV 91 PSC NNN 57	Tag 1: LEGAL WS @Renew Rect Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 84W @no power access @digital read out with memory @warm grey teak @warm grey teak @white leg with white foot (CP) @simple cable @no cutout @glides Tag 1: LEGAL WS	1,525.30	6,101.20

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
207	4	FTS10.3072L F LBV LBV	+Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf +warm grey teak +warm grey teak Tag 1: LEGAL WS	272.50	1,090.00
208	4	FTS10.3030L F LBV LBV	+Rect Surf,sq-edge,30" d,30" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf +warm grey teak +warm grey teak Tag 1: LEGAL WS	135.07	540.28
209	4	FT290.30R 91	+Surface Cantilever, for 30"- deep surface,rt-hnd +white (CP) Tag 1: LEGAL WS	18.07	72.28
210	8	FT290.30L 91	+Surface Cantilever, for 30"- deep surface,lft-hnd +white (CP) Tag 1: LEGAL WS	18.07	144.56
211	4	FT199.	+Cable Management Trough Tag 1: LEGAL WS	30.21	120.84
212	4	FT187.1148 91 TR 91 LD	+Thin-Profile Stacking Window,11" h,48" w +white (CP) +clear +white (CP) +stacking on 35", 46", 57", 68", 79" base frame Tag 1: LEGAL WS	184.83	739.32
213	16	FT181.2242T 91 51	+Upper Tile,22" h,42" w,tackable fabric +white (CP) +cord-Pr Cat 2	60.42	966.72

CONTINUED...

PROPOSAL

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SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
214	4	03 LW150.28FF	+cord linen Tag 1: LEGAL WS +Ped W-Pull,Support 28D for 30D Wk Surf,F/F	322.58	1,290.32
		SB	+full-extension ball-bearing		
		XS	+textured paint on smooth steel		
		91	+white (CP)		
		F8	+for Canvas Office Landscape		
		KA	+keyed alike		
		1M	+2 file converters in each file drawer		
215	8	FT110.5742J	Tag 1: LEGAL WS +Frame,Base Covers, Pwr/Data knockouts 57H 42W	110.78	886.24
		91	+white (CP)		
216	4	NOVVN150	Tag 1: LEGAL WS @Viv Chair,4-leg base - no arms,no selection	774.13	3,096.52
		CHR	+chrome		
		V66	@ultraeather-Pr Cat (NaughtOne) 4		
		53	+ultraeather dove grey		
		PG	+plastic glides		
217	2	OA200	Tag 1: ROTUNDA +Swoop Plywood Lounge Chair	1,548.80	3,097.60
		OU	+walnut		
		MS	+metallic silver (non-promote)		
		4TE	@terra-Pr Cat 2		
		02	+terra zinc		
218	2	NOALN212	Tag 1: ROTUNDA @Always Lounge Chair, 4-Leg Base, Multiple Fabric	2,045.75	4,091.50
		R03	+silver - RAL 9006		
		4GE	@parcel-Pr Cat (NaughtOne) 3		

CONTINUED...

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
219	1	NOTIE336D1	03 +parcel bayou ZLR @Iariat-Pr Cat (NaughtOne) 1 01 +Iariat 001 PG +plastic glides Tag 1: ROTUNDA @Tier Caf Tables,circular caf table 36",single color R03 @silver - RAL 9006 Q66 @4166 charcoal forbo lino top with reverse chamfer OCS @no cutout	1,559.19	1,559.19
220	1	NOTIE524D1	Tag 1: ROTUNDA @Tier Bar Ht Tables,circular caf table 24",single color R03 @silver - RAL 9006 Q66 @4166 charcoal forbo lino top with reverse chamfer OCS @no cutout	1,319.19	1,319.19
221	1	NOTUN420ST	Tag 1: ROTUNDA @Tun Coffee and Side Tables,side table,steel base R03 @silver - RAL 9006 Q66 @lino charcoal 4166 with reverse chamfer edge OCS @no cutout	1,374.95	1,374.95
222	2	NOTUN620ST	Tag 1: ROTUNDA @Tun Coffee and Side Tables,coffee table,steel base R03 @silver - RAL 9006 Q66 @lino charcoal 4166 with reverse chamfer edge OCS @no cutout	1,497.96	2,995.92
223	3	NOTUN920ST	Tag 1: ROTUNDA @Tun Coffee and Side Tables,low coffee table,steel base R03 @silver - RAL 9006	1,624.79	4,874.37

CONTINUED...

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
224	2	YNSBP60L	Q55 @lino pewter 4155 with reverse chamfer edge OCS @no cutout Tag 1: ROTUNDA Antenna Power Beam, Bridge Planter, 60W, Laminate	1,229.58	2,459.16
225	2	YNSFS6016	126 CASE: Natural Cherry Tag 1: ROTUNDA Antenna Power Beam, Floorstanding Bridge Cabinet Supports, 60W X 16H	649.94	1,299.88
226	4	KL5LBGB	613T PAINT: Silver (Textured) 613T PAINT: Silver (Textured) 613T PAINT: Silver (Textured) Tag 1: ROTUNDA k. lounge Bench, with low back, two seat, split upholstery, glides ~ No Cutout	1,869.50	7,478.00
227	2	KLCPLBGB	(K2112) BACK: Little Devil (B) K211210 COL: Flannel (K1925) SEAT: Prairie (B) K192561 COL: Cinder Tag 1: ROTUNDA k. lounge corner piece, with low back, split upholstery, glides	1,916.18	3,832.36
228	4	NOVVN350	(K2112) BACK: Little Devil (B) K211210 COL: Flannel (K1925) SEAT: Prairie (B) K192561 COL: Cinder Tag 1: ROTUNDA @Viv Stool, bar ht 4 leg base - no arms CHR +chrome V66 +ultra leather-Pr Cat (NaughtOne) 4 53 +ultra leather dove grey	931.58	3,726.32

CONTINUED...

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SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
229	1	PG FREIGHT	+plastic glides Tag 1: ROTUNDA Egan Freight	379.00	379.00
230	3	PIA1B326HA	Tag 1: ROTUNDA +Verus Wk Chair, Assembled,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter,height-adjustable arms,adj seat depth,not f	578.87	1,736.61
231	1	AJ BK 36506 BB 1HA 04 UNIT	+adjustable lumbar with sacral support +black base/black frame +shale +2 1/2" hard caster, black yoke, carpet only +medley-Pr Cat 2 +medley cinder Tag 1: ADMIN Chairs Delivery and Installation during regular business hours.	6,750.00	6,750.00
232	1	* * * * * * * UNIT	Assumptions at time of install: 1 Phase Free and Clear Conditions Elevator Access to the 2nd Floor Electrical Connections must be done by a Licensed Electrician (not in CD scope) Includes all Trash Removal and basic clean at Project Completion. Design Services and Project Management.	3,200.00	3,200.00

CONTINUED...



Spokane Showroom
1 North Monroe, Suite 100
Spokane, WA 99201
P: 509.624.4220
F: 509.623.1777

Missoula Showroom
1330 W Broadway St.
Missoula, MT 59802
P/F: 406.926.3313

Bozeman Showroom
300 Andrea Dr.
Belgrade, MT 59714
406-220-8200

PROPOSAL

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SAUNDERS, GLORIA

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			State Of Idaho NASPO Contract PADD16201166 * OFS Omnia Contract R191813 * Herman Miller NASPO * Knoll NASPO * Egan Omnia Contract Pricing 07-86		
COMPLETE TERMS AND CONDITIONS AVAILABLE UPON REQUEST					

THANK YOU FOR YOUR BUSINESS!!!

By acceptance of this proposal, I acknowledge and agree with the seller's standard terms and conditions.

SIGNATURE_____

PRINT NAME_____

DATE ACCEPTED_____

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SUBTOTAL

191,376.15

TOTAL

191,376.15

2024 General Terms & Conditions of Sale

1. Upon Buyer's written acceptance of the furniture listed in Attachment I (Proposal), the order shall be deemed accepted and non-cancelable; provided, the order shall be as set forth in the Furniture Proposal of Contract Design Associates, Inc. All sales are final, except as set forth herein.
2. Title to the goods listed in Attachment I (Proposal) shall remain with Contract Design Associates Inc. until Buyer pays the obligation in full. Buyer agrees not to sell, encumber, or remove the same goods from the county in which it was delivered prior to full payment, without written approval of Contract Design Associates, Inc.
3. Risk of loss and responsibility for damages shall pass to Buyer upon inspection and acceptance of the goods delivered to Buyer's specified location.
4. Contract Design Associates, Inc. reserves the right to make partial deliveries and to invoice accordingly and, Buyer agrees to pay invoices for partial shipments.
5. All payments shall be made to Contract Design Associates, Inc. at 1 North Monroe, Suite 100, Spokane, WA 99201 unless Contract Design Associates, Inc. designates an alternate location.
6. After Buyer's written acceptance of the Furniture Proposal of Contract Design Associates, Inc., should Buyer not be able to accept delivery of the goods covered under this contract within 10 business days of arrival at Contract Design Associates, Inc. warehouse or a designated receiving location, Contract Design Associates, Inc. shall invoice for the goods as well as storage and handling costs, and Buyer agrees to pay such charges. Installation charges will be withheld until completed.
7. Every effort will be made to effect shipment within the agreed upon timeframe however, Contract Design Associates, Inc. assumes no liability for delay due to causes beyond our reasonable control.
8. In the event Buyer accepts the installation services set forth in the Furniture Proposal of Contract Design Associates, Inc., the following provisions apply:
 - a. The job site must be clean, clear, and free of debris prior to installation.
 - b. Electric current, heat, and elevator service shall be provided to Contract Design Associates, Inc. without charges to Contract Design Associates, Inc.
 - c. Equipment delivered to the job site as scheduled shall be inspected and accepted by the Buyer. Buyer shall be responsible for security and safeguarding the goods from the time of delivery to the job site.
 - d. Buyer shall be responsible for removal of all computers, structured cabling, personal effects, and copy machines from the work area prior to Contract Design Associates, Inc. beginning installation services.
 - e. Electrical connections are not considered part of the installation; however, these may be provided at Buyer's request for an additional charge; otherwise, Buyer must provide an electrician.
 - f. 48 hours (business hours) notice is required to cancel or reschedule an installation. If a cancellation or a request to reschedule an installation is made in less than 48 hours, the Buyer will incur a fee. The fee is based on the project manpower and time to complete the installation.

Installation services are based upon use of Contract Design Associates, Inc. personnel. Normal working hours are Monday through Friday 8:30 a.m. until 5:00 p.m., unless otherwise arranged. If installation is performed after normal hours, on weekends, or on normal holidays, *at Buyers request*, or if union labor is required, additional charges will be passed on to the Buyer.
9. All invoices from Contract Design Associates, Inc. carry net 10-day terms. Contract Design Associates, Inc. reserves the right to assess, and Buyer agrees to pay interest charges at 1.5% per month (18% per annum) on all unpaid balances past 30 days. **Payments made by credit card for materials or services exceeding \$3000 per order will incur a 3% processing fee.**
10. Contract Design Associates, Inc. reserves the right to suspend deliveries to Buyer unless Buyer's account is current.
11. In addition to the Buyer's Request for Proposals for Furniture Procurement and Installation Services and the Furniture Proposal of Contract Design Associates, Inc., the terms and conditions stated herein record and complete an Entire Agreement between the parties. Any terms and conditions stated on purchase orders, acknowledgements, or other documents submitted by either party or between parties govern only price, quantity, and description of the items and services ordered or acknowledged thereon. No change in this contract can be made or become effective unless it is in the form of a written amendment to this agreement. In the event of a dispute under this agreement or the transaction(s) it describes, the prevailing party to such dispute shall be entitled to recover from the losing party the prevailing party's attorney fees and costs of suit or representation, including fees and costs on appeal. The venue of any legal action shall be Spokane County, Washington. Washington law shall apply to all legal actions.

Signature _____ Print _____ Date _____



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

Memorandum of Legal Counsel

To: John Beacham, Public Works Director
From: Christopher Gabbert, Deputy City Attorney
Date: September 12, 2024
Re: September 3, 2024, Cooperative Purchasing – Contract Design

My review and analysis are based purely on the legal aspects of Idaho's procurement statutes, particularly Idaho Code §§ 67-2803 and 2807. Idaho Code § 67-2803 permits the city to procure property and services through utilization of contracts awarded by the state division of purchasing. 67-2807 allows the city to participate 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 prospective purchases methods 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 9/6/2024, I received copies of a contract proposal received by Post Falls from Contract Design utilizing NASPO ValuePoint through the Idaho State Division of Purchasing and Omnia. I have reviewed the submission and researched the competitive solicitation processes utilized. Omnia published a competitive solicitation on November 7, 2019 and awarded the contract to OFS Brands, Inc. Omnia also published a competitive solicitation on June 7, 2022 and awarded a contract to Egan Visual. Separately, Idaho's State Division of Purchasing utilized NASPO ValuePoint to establish participation agreements identifying MillerKnoll as the qualified suppliers for office furniture products and related services. Contract Design is the authorized dealer for all of these award recipients and has submitted its proposal based on those awarded contracts.

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

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Contract Design is offering the goods or services as a result of competitive solicitation processes

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 proceed with the procurement as indicated on the proposal from Contract Design.

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

Sincerely,

Christopher Gabbert
Deputy City Attorney

Encl.

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 9/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Professional Service Agreement for Fiscal Impact Analysis (FIA) with URBAN3

ITEM AND RECOMMENDED ACTION:

Attached is the Professional Service Agreement to complete an FIA with URBAN3.

DISCUSSION:

On 4/11/24 the Community Development Department performed a workshop with City Council to discuss the potential of completing a Housing Needs Assessment and a Fiscal Impact Analysis (FIA). Staff will be presenting the elements of the contract with a PowerPoint. Staff is seeking approval of the submitted contract from URBAN3 for services to provide an FIA to the city of Post Falls. An FIA is "[a] projection of the direct, current and public costs and revenues associated with residential or non-residential growth to the local jurisdiction(s) in which the growth is taking place" (Burchell, 1978). "A Fiscal impact analysis seeks to connect planning and local economics by estimating the public costs and revenues that result from property investments. This type of analysis enables the comparison of revenues to costs associated with new development indicating whether local government can meet new demands for services, or must raise taxes to meet new service demands" (Lincoln Institute of Land Policy - 2006).

With the attached Scope of Services, URBAN3 intends to provide the following outcomes:

1. Clearly demonstrate the economic potency of downtown Post Falls, and the entire City of Post Falls within the county and region, to the larger community;
2. See the economic effects of varying types of development within the same market;
3. Visualize public finances to give the community comprehensible financial data to integrate in decision-making about the future;
4. Utilize the findings from the study to inform potential adjustments to public policy to maximize both the downtown area and the City of Post Falls fiscal productivity;
5. Glean information about the development patterns in the community, leading to stronger decision-making based on the public's return on investment;
6. Assess assumptions that budget problems can be solved by creating more growth, yet more growth in unproductive patterns (i.e. more cost than revenues) will only increase economic problems;
7. Provides transparency regarding the cost of growth and long-term obligations to create a healthy, sustainable fiscal future for the Post Falls community and the entire region.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On 4/11/24 in a workshop

APPROVED OR DIRECTION GIVEN:

In conclusion of the workshop, staff received support to pursue completing a Housing Needs

Assessment and a Fiscal Impact Analysis.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The total contract is \$125,594 plus a requested 5% contingency, to be funded by Annexation Fees.

BUDGET CODE:

017-410.0000.62040

ATTACHMENTS:

1. Urban3 Signed - Post Falls Contract
2. FIA Consultant Selection - Urban 3 PowerPoint

CITY OF POST FALLS:

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

City Project Manager: Jon Manley, Planning Manager. Phone: (208) 457-3344.
Email: jmanley@postfalls.gov

CONSULTANT:

URBAN3
17 Cherry St. N, Asheville, NC 28801
Firm Project Manager: Joe Minicozzi, Project Principal. Phone: (651) 262-9896
Email: info@urbanthree.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 URBAN3 having offices for the transaction of business at 17 Cherry St. N, Asheville, NC 28801 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

WITNESSETH:

WHEREAS, the City desires to obtain a Fiscal Impact Analysis 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 the Consultant’s

direct supervision, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

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

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

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

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

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid at an hourly rate based on the rates listed in the budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$125,594.00 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), 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 Planning Division, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

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

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

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

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

4.6. FAILURE TO COMPLY: Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

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

5.2. TERMINATION BY CITY: The City may terminate this Agreement with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon the Consultant's itemized breakdown and documentation that services have been

performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

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

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

ARTICLE 6. INDEMNIFICATION

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

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

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

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

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

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

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option) the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringes upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments, and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City or to portions

of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

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

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

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

Agreement.

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

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

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

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

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

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

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

8.12. INTEREST OF MEMBERS OF CITY AND OTHERS: No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall

participate in any decision relating to this Agreement which affects their interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

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

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

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).
- b. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of companies engaged in or supporting the exploration, production, utilization, transportation, sale, or

manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.

- c. **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

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

- 1. 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 Proposal.

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: September ____, 2024

CONSULTANT

Heather Worthington, Principal
Urban3
Date: September 6, 2024

State of Minnesota)
 : ss

County of Ramsey)

On this 6th day of September, 2024 before me, a notary for the State of Minnesota, personally appeared Heather Worthington who, being by me first duly sworn, declared that they is a Project Principal of URBAN3 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



Marianne Friesen
Notary Public for the State of Minnesota
Residing at: 1041 Grand Ave, St. Paul, MN. 55105
My Commission Expires: 1/31/2029

POST FALLS FISCAL HEALTH ANALYSIS

WHAT IS THE FLOW OF THE PROJECT?

OVERARCHING COMMUNICATION PLAN

Our process relies on a high proficiency of communication with key stakeholders within the awarded team and your staff in Post Falls and Kootenai County. Throughout our analysis, we will engage a series of iterations through technical processing and communication. We will begin with a kickoff meeting, and follow up regularly with conversations on data, sharing draft reviews of visuals, and finally serial presentations as necessary from internal to fully public groups. Our approach, in a situation like that envisioned in this work, is to clearly lay out our process for the more public facing partners in the team, and stay in communication as milestones are met. By necessity with the unpredictable nature of each locality's data, these milestone-based phases require flexibility paired with coordination (email and video conference) with local teams and other consultants. This enables us to remain flexible to the data realities, while integrating in the larger cadence of coordination, and provide meaningful information to the public at the right time.



START AT THE BEGINNING: WE USE YOUR EXISTING DATA

Prior to commencing our economic analysis for the City of Post Falls, the Urban3 team will work with your staff to gather all necessary property assessment and parcel data from various City departments, as well as Kootenai County. In addition, Urban3 will work with the appropriate departments to receive any other data applying to geospatially related revenue streams. This process may include organizing, cleaning and translating the data across many formats, to ensure we can analyze these various revenue streams on an apples-to-apples basis.

Urban3's analytic method focuses on normalizing tax values on a per-acre basis. Our core process is broken into two phases. First, parcel data with ownership, tax values, exemptions, and building information is cataloged and processed. Many times, there are anomalies in Tax Assessor's files that misrepresent acreage amounts or allocate tax values across multiple semi-related parcels. Our team will dedicate time to correcting and synthesizing different tax parcel data for the City of Post Falls as needed.

CREATING YOUR 3D MODEL

After the parcel and all tax data are processed and all errors are corrected, Urban3 will move on to visualizing the information. While we use a variety of visual techniques, the primary method for displaying value per acre and revenue metrics is with ESRI's ArcScene. ArcScene's ability to create three-dimensional representations of land value, tax value and value per acre trends in vertical "spikes" displays a huge amount of information in just a quick glance. Market variability and inequitable tax valuations, and of course, value per acre efficiency across the City of Post Falls will be easily displayed in 3D using ArcScene. Also, tax millage rates from the county will be applied to parcel data to show the amount of taxes each development or area actually pays, versus its assessed tax value.

BUILDING YOUR COMMUNITY'S ECONOMIC STORY

Following the data processing and analysis, our analysts work to storyboard all the findings. Over a period of days, our staff conducts a deep dive into all the data outputs. From this, we will create a holistic economic story for the City that will illustrate the impacts of various development types on the City's long term municipal finances.

WHAT WILL NEW DEVELOPMENT BRING IN LONG TERM TAX REVENUES?

Additionally, we will work with the City of Post Falls staff to identify areas for conducting scenario projections of potential future property revenues based on varying approaches to build out and density. We will visualize the potential values based on a 20 year development or redevelopment horizon, and calculate the associated tax future revenues. We can also project the revenue trends of the existing TIRZ areas in your community.

DELIVERABLES:

- Visualization of the relative economic potency of land uses in the City of Post Falls using both 2D and 3D graphics, including both property and sales tax revenue streams
- The delivery of those models, including a full GIS map, to all relevant City departments
- An isolated analysis of various land use patterns within your community.
- Projections for varying urban design scenarios and/or potential development projects on 3 selected sites and the associated future tax revenues to identify and inform future land use priorities (data provided by client)
- Analysis of statewide and local tax systems and creation of graphics to share this information in an easy to understand format with citizens
- Population growth comparisons within the county/region

- An analysis of the taxable vs. nontaxable land in the City of Post Falls
- Comparison of the economic potency of the downtown within the City of Post Falls and within the County as a ratio
- Comparative analysis of economic potency of different housing typologies, both single family and mixed use
- Comparative analysis of commercial properties by type and their economic potency
- Comparing economic productivity of varying property types county-wide
- Analysis of jobs and commuting patterns for the municipality
- Visualization and analysis of the length of road infrastructure
- Public Education Sessions, including presentations of the models and slides to your community, audiences determined by City staff (two days, up to six presentations)
- An online report or printed report, which will contain graphics created as part of your analysis and an executive level narrative to complement the graphics. This will be completed after final presentations, to ensure staff and citizen feedback can be incorporated into the narrative

PHASE 1: FISCAL HEALTH ANALYSIS

Task	Position		Total
Data Collection & Existing Conditions	Analyst		\$2,695
	Principal		\$644
Virtual Site Visit	Analyst		\$1,155
Model Processing	Analyst		\$5,775
Model Analytics	Analyst		\$5,390
Economic Analysis & Graphic Creation	Analyst		\$4,620
	Lead Analyst		\$1,560
	Principal		\$644
Storyboarding	Analyst		\$385
	Lead Analyst		\$390
	Principal		\$644
Build Presentation	Analyst		\$3,465
	Graphics Specialist		\$3,630
	Principal		\$1,287
Project Management	Project Manager/Planner		\$3,504
Administration	Administrative		\$660
		TOTAL	\$36,447

PHASE 2.1: FISCAL AUDIT ANALYSIS

As a next step in determining the long-term financial sustainability of the City of Post Falls, Urban3 will explore a Fiscal Audit analysis, on a hybrid citywide and road and utility departmental level, in order to assist policymakers, city staff, and the community of Post Falls in understanding the role development patterns play in influencing road and utility costs. This project phase will present and compare the recently created Revenue Model (Property Taxes, Sales Taxes, and Fees) with a cost model (All relevant infrastructure, including streets and pipes). When revenue streams are held up against the costs, it will help the City of Post Falls understand the net position of the community.

HOW IS INFRASTRUCTURE FUNDED?

STEP 1: FISCAL RESEARCH

Urban3 will examine the sources and uses for City finances and catalog the mechanisms that fund local services, infrastructure, and capital projects. Our particular focus will be on public goods with a significant cost and that are spatially relevant. This invariably leads us to the lifecycle cost of the infrastructure model.

In our experience, we have found that community productivity is usually the opposite of perception once the 'net' position is modeled. We have also found in past projects that perceived revenue sources and connections differ from reality. This research process provides a clear picture of the sources and magnitudes of the community's revenue sources and cost drivers. We will leave you with an understanding of where feedback exists between land use choices and revenue while highlighting how infrastructure is actually paid for by the City of Post Falls.

STEP 2: FISCAL AUDIT

Our audit process bundles various aspects of municipal accounting and cash flows, which are usually disaggregated, with fixed infrastructures. This is a more comprehensive investigation of revenue since capital revenue can be opaque. We accomplish this through a combination of researching published materials such as the annual budget, capital improvement plan, and annual financial report.

In order to calibrate our model to Post Falls' unique conditions, we will also interview City staff to understand how infrastructure is funded and the local cost of infrastructure.

STEP 3: INFRASTRUCTURE LIABILITY ANALYSIS

The fixed infrastructure in a community such as a road network, the stormwater system, and water/wastewater pipes and facilities are typically its largest financial obligation. The true scale of that obligation can be obscured by accounting practices and general biases ignoring their perpetual lifespan. For this procedure in the analysis, we will assemble, map, and measure all the available sources of cost. The analysis will focus heavily on the road network since it's likely the biggest direct liability the City of Post Falls is responsible for. We will also include utilities and spatially relevant operating systems. In order to map and properly account for these elements we will engage in some data correction with staff.

Typical corrections include addressing anomalies, fixing road topology issues, and preparing street and pipe data for analysis.

With an understanding of the physical quantity of the community's infrastructure, we can then seek to quantify it in terms of the revenue needed. Our cost methodology differs from the status quo Government Finance Officers Association (GFOA) standards and incorporates the perpetual lifecycle costs of a City. Our process incorporates the relationship between development and the infrastructure that serves it in the present. We look at the long-term lifecycle cost of a unit of infrastructure broken down to a yearly sum over that period and incorporate similar asset management methodologies in practice in the private sector. We will start with our own cost coefficients for the mapped infrastructure and calibrate them with input from staff.

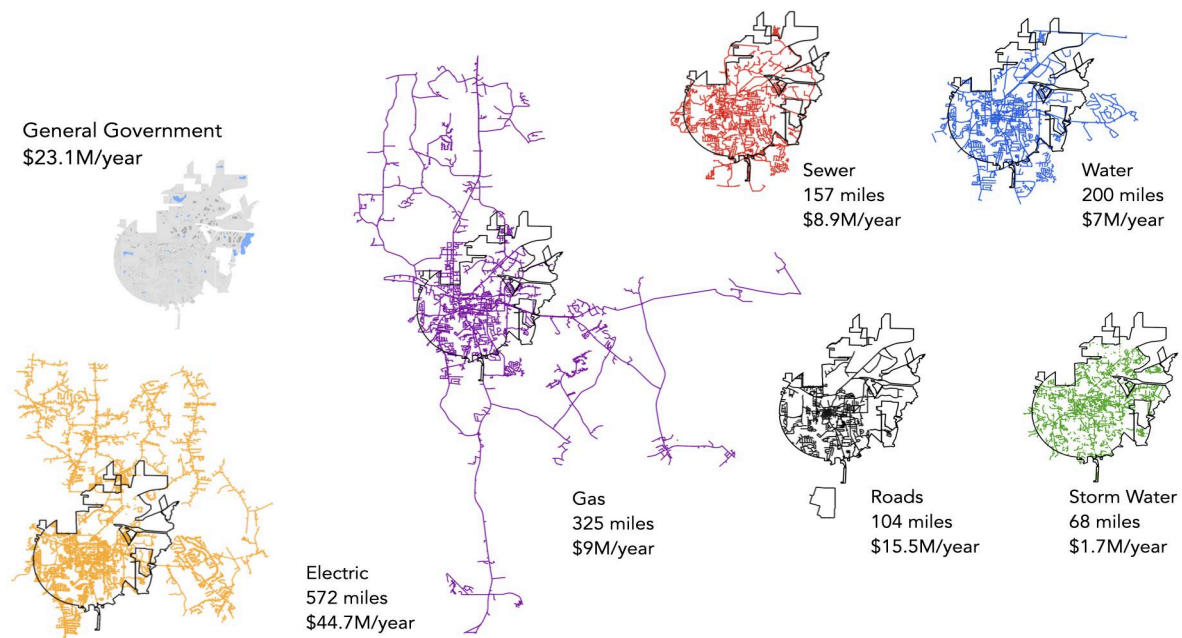


Figure 3: Length and cost associated with different services in Covington, GA

PHASE 2.1 FISCAL AUDIT ANALYSIS DELIVERABLES

- Demonstration of revenue and expenses of the existing budget and needed resources
- Visualization and analysis of the length of road and utility infrastructure
- Case Study of development decisions and infrastructure cost and revenue implications
- Analysis of infrastructure lifecycle liabilities

PHASE 2.1 FISCAL AUDIT ANALYSIS BUDGET

Task	Position		Total
Fiscal Research & Cost Data Collection	Analyst		\$2,310
	Lead Analyst		\$780
Staff Data Meetings	Analyst		\$770
Cost Data Correction & Model Processing	Analyst		\$3,465
	Lead Analyst		\$1,560
Model Analytics	Analyst		\$1,540
	Lead Analyst		\$780
Economic Analysis & Graphic Creation	Analyst		\$3,080
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	Principal		\$1,287
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Development Evaluator Tool	Analyst		\$3,465
	Lead Analyst		\$780
Project Management	Project Manager/Planner		\$2,628
Administration	Administrative		\$660
		TASK TOTAL	\$35,829

PHASE 2.2: FISCAL MAPPING

Urban3 will evaluate the fiscal sustainability of the City of Post Falls's development and land uses footprint. The analysis will determine if its current footprint pays for itself and what the cash flow will be over time given long-term infrastructure liabilities. By visualizing which land use and development types contribute to revenue and required spending, we will leave the community with an understanding of the feedback between land use decisions and future cost and revenue ramifications.

The analysis will include how the City of Post Falls's revenue compares to the long-term maintenance, operations, and replacement needs. The results from this analysis will enable a data-driven discussion, allowing the City of Post Falls to use data when considering infill, potential annexation, or determining what types of development to incentivize. The land use conclusions that it provides will serve as decision-making tools for future growth.

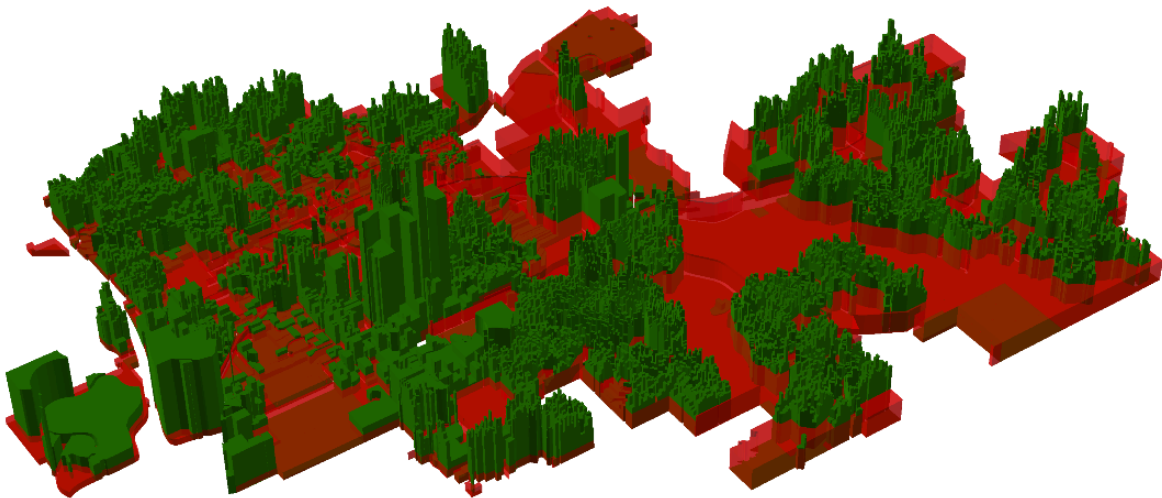


Figure above: Aggregated Cost and Revenue 3D Model for Oviedo, FL.

PHASE 2.2 FISCAL MAPPING DELIVERABLES

- Analyses and cataloging of existing City-wide model of infrastructure obligations and revenues from varying development patterns
- Long-term revenues and costs considerations for different development patterns
- Virtual presentation of findings

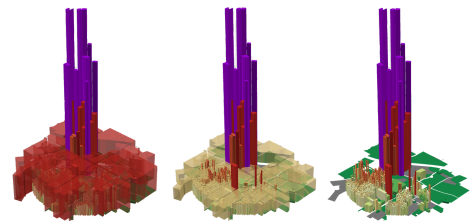
PHASE 2.2 FISCAL MAPPING BUDGET

Task	Position		Total
Model Analytics	Analyst		\$4,620
	Lead Analyst		\$1,560
Economic Analysis & Graphic Creation	Analyst		\$2,310
	Lead Analyst		\$780
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Storyboarding	Analyst		\$770
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	Principal		\$644
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Project Management	Project Manager/Planner		\$2,190
Administration	Administrative		\$660
		TASK TOTAL	\$21,948

PHASE 3: SCENARIO PROJECTIONS

Scenario Planning & Revenue Forecasting

Community plans typically employ development scenarios to give stakeholders a vision of future growth. Urban3 utilizes current property tax data to create revenue projections that estimate additional tax revenue from future developments. Working in tandem with municipal staff or urban designers, Urban3 quantifies the potential impact of renovation and/or new construction in identified growth areas. The challenges and opportunities from major changes require a new way of thinking about and visualizing development.



PHASE 3 SCENARIO PROJECTIONS DELIVERABLES

- 3 alternative growth patterns visualized and tabulated for impact on the city

PHASE 3 SCENARIO PROJECTIONS BUDGET

Task	Position		Total
Scenario Projections	Analyst		\$4,620
	Lead Analyst		\$1,560
Build Presentation	Analyst		\$1,155
	Graphics Specialist		\$660
	Principal		\$644
Project Management	Project Manager/Planner		\$876
		TASK TOTAL	\$9,515

OUTCOMES:

HOW OUR ANALYSIS COMMUNICATES TO THE COMMUNITY OF POST FALLS

The results of our analysis for the City of Post Falls will be used to clearly demonstrate the economic potency of downtown Post Falls, and the entire City of Post Falls within the county and region, to the larger community. Because of the scale of the analysis, you will be able to see the economic effects of varying types of development within the same market. Our method of visualizing public finances gives the community comprehensible financial data to integrate in decision making about the future. Your community can utilize the findings from the study to inform potential adjustments to public policy to maximize both the downtown area and the City of Post Falls's fiscal productivity.

Through our analysis, the City of Post Falls will glean information about the development patterns in the community, leading to stronger decision-making based on the public's return on investment. It is sometimes assumed that budget problems can be solved by creating more growth, yet more growth in unproductive patterns (ie. more cost than revenues) will only increase economic problems. What is needed is an approach that provides transparency regarding the cost of growth and long-term obligations to create a healthy, sustainable fiscal future for your community and the entire region.

HOW LONG WILL THIS TAKE?

To begin the analysis, our project analyst will conduct a virtual site visit. Her/his work will be to procure data, connect with key members of your team that have the data and can field our questions, as well as make virtual site visits to key properties in the study.

The first phase of the project is the process of gathering and cleaning all data, which takes approximately one month. Upon that process completion, it will take approximately three months to conduct the remainder of the analysis. The final presentations and reports will occur in the fifth month, and the final report will be complete by the sixth month.

HOW WILL YOU SHARE THE ANALYSIS WITH OUR COMMUNITY?

The goal of our work is threefold. First, the analysis will assist Post Falls staff with policy recommendations to council and planning commission or land use-related commissions. Second, Urban3 will work with elected and appointed officials to educate them in cumulative economic thinking, allowing them to understand the true costs of development in a visual way as they make policy decisions. Lastly, we will present our final models to the broader community to inform their understanding of the true costs of development and maintenance, and the relationship to taxation.

After your finances are mapped, we will deliver the results of the analysis, either in-person or virtually. We will rely on your staff to help coordinate and market any public presentations. You know your community best, and you know the critical audiences that need to be engaged. This could be your Chamber, Neighborhood Associations, City and County Leadership, or general public presentation. Urban3 can also conduct workshops with staff and/or Planning Commissioners. The presentations can also be recorded using this software, and used by the City of Post Falls in an ongoing manner.

WHAT WILL BE THE LASTING IMPACT OF THE ANALYSIS ON OUR COMMUNITY?

The final deliverable will be a report of the analysis findings, either in an online report format or a PDF file. This document can be put on your City's website, and an executive summary with metrics and benchmarks that can be referred to, year over year.

Additionally, Urban3 will provide the City of Post Falls with 2D and 3D economic models of both the City of Post Falls and Kootenai County. These will be delivered as a GIS map in ArcGIS format, and usable by GIS staff. Additional deliverables will include all final presentations in Keynote and PDF format and graphics and text for the final report.

- Citizens will understand the financial impact of varying development types on their City's current and future budgets as they provide input in any planning process
- Elected officials will have a data-driven understanding of their City's economic development landscape, enabling them to make informed decisions about future development and policy

- We will provide findings for creating a more fiscally sustainable approach to future development
- A 3D model of your City's tax revenues
- the City of Post Falls will understand its role in the economy of the broader County, enabling advocacy efforts regionally

OUTCOMES BUDGET

Task	Position		Total
Final Presentations (in-person)	Principal		\$10,296
Final Report	Analyst		\$5,390
	Graphics Specialist		\$2,970
		TASK TOTAL	\$18,656
* Expenses are estimates and will be invoiced with actual receipts.		Expenses*	\$3,200
		GRAND TOTAL	\$21,856

FINAL BUDGET

Analysis	In Person Presentation
Phase 1: Revenue Analysis	\$36,447
Phase 2.1: Fiscal Audit Analysis	\$35,829
Phase 2.2: Fiscal Mapping Analysis	\$21,948
Phase 3: Projections	\$9,515
Outcomes, Report, & Presentations	\$21,856
GRAND TOTAL	\$125,594

PROPOSED TIMELINE*

**Data collection will begin at contract signing. Since the timing of collecting public data can be variable, the project timeline will be firmly established when data collection is complete.*

Preparation: Data collection and virtual site visit

Month 1: Model processing - merge and dissolve data

Month 2-3: Model analytics and graphic creation

Month 4-5: Scenario projections, storyboarding, internal review

Month 6: Presentation preparation & Public Presentation
Month 7: Presentation and final report delivery

Urban3 Hourly Rates 2024	
Position	Hourly
Administrative	\$110
Analyst	\$193
Analyst	\$193
Analyst	\$193
Chief Analyst	\$248
Data Scientist	\$193
Founder	\$385
GIS Technician	\$154
Graphic Specialist	\$165
Lead Analyst	\$195
Principal	\$322
Project Manager/Planner	\$219
	\$0

POST FALLS FISCAL HEALTH ANALYSIS

WHAT IS THE FLOW OF THE PROJECT?

OVERARCHING COMMUNICATION PLAN

Our process relies on a high proficiency of communication with key stakeholders within the awarded team and your staff in Post Falls and Kootenai County. Throughout our analysis, we will engage a series of iterations through technical processing and communication. We will begin with a kickoff meeting, and follow up regularly with conversations on data, sharing draft reviews of visuals, and finally serial presentations as necessary from internal to fully public groups. Our approach, in a situation like that envisioned in this work, is to clearly lay out our process for the more public facing partners in the team, and stay in communication as milestones are met. By necessity with the unpredictable nature of each locality's data, these milestone-based phases require flexibility paired with coordination (email and video conference) with local teams and other consultants. This enables us to remain flexible to the data realities, while integrating in the larger cadence of coordination, and provide meaningful information to the public at the right time.



START AT THE BEGINNING: WE USE YOUR EXISTING DATA

Prior to commencing our economic analysis for the City of Post Falls, the Urban3 team will work with your staff to gather all necessary property assessment and parcel data from various City departments, as well as Kootenai County. In addition, Urban3 will work with the appropriate departments to receive any other data applying to geospatially related revenue streams. This process may include organizing, cleaning and translating the data across many formats, to ensure we can analyze these various revenue streams on an apples-to-apples basis.

Urban3's analytic method focuses on normalizing tax values on a per-acre basis. Our core process is broken into two phases. First, parcel data with ownership, tax values, exemptions, and building information is cataloged and processed. Many times, there are anomalies in Tax Assessor's files that misrepresent acreage amounts or allocate tax values across multiple semi-related parcels. Our team will dedicate time to correcting and synthesizing different tax parcel data for the City of Post Falls as needed.

CREATING YOUR 3D MODEL

After the parcel and all tax data are processed and all errors are corrected, Urban3 will move on to visualizing the information. While we use a variety of visual techniques, the primary method for displaying value per acre and revenue metrics is with ESRI's ArcScene. ArcScene's ability to create three-dimensional representations of land value, tax value and value per acre trends in vertical "spikes" displays a huge amount of information in just a quick glance. Market variability and inequitable tax valuations, and of course, value per acre efficiency across the City of Post Falls will be easily displayed in 3D using ArcScene. Also, tax millage rates from the county will be applied to parcel data to show the amount of taxes each development or area actually pays, versus its assessed tax value.

BUILDING YOUR COMMUNITY'S ECONOMIC STORY

Following the data processing and analysis, our analysts work to storyboard all the findings. Over a period of days, our staff conducts a deep dive into all the data outputs. From this, we will create a holistic economic story for the City that will illustrate the impacts of various development types on the City's long term municipal finances.

WHAT WILL NEW DEVELOPMENT BRING IN LONG TERM TAX REVENUES?

Additionally, we will work with the City of Post Falls staff to identify areas for conducting scenario projections of potential future property revenues based on varying approaches to build out and density. We will visualize the potential values based on a 20 year development or redevelopment horizon, and calculate the associated tax future revenues. We can also project the revenue trends of the existing TIRZ areas in your community.

DELIVERABLES:

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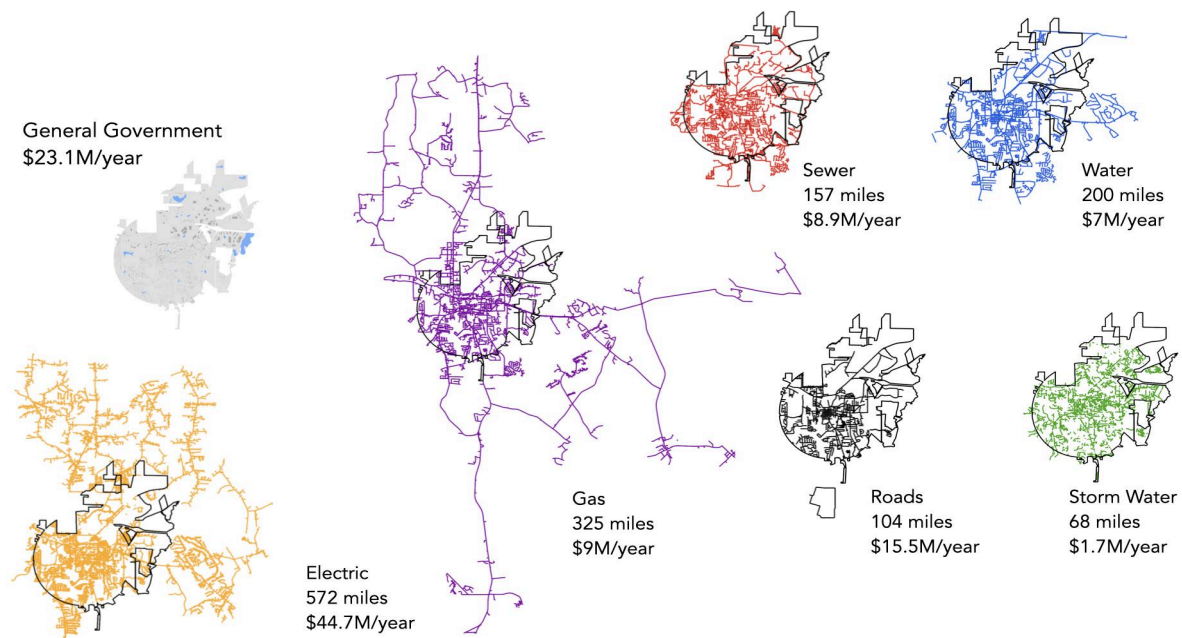


Figure 3: Length and cost associated with different services in Covington, GA

PHASE 2.1 FISCAL AUDIT ANALYSIS DELIVERABLES

- Demonstration of revenue and expenses of the existing budget and needed resources
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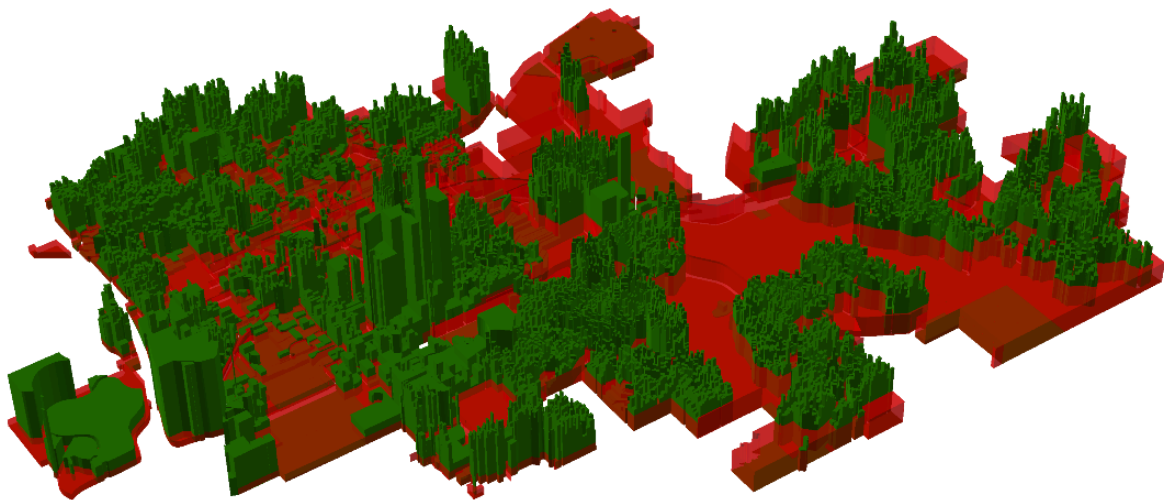


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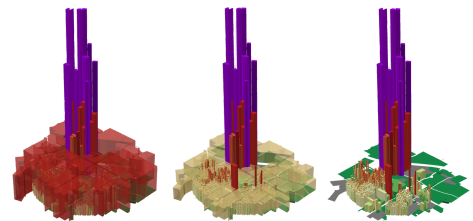
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PHASE 3 SCENARIO PROJECTIONS DELIVERABLES

- 3 alternative growth patterns visualized and tabulated for impact on the city

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HOW WILL YOU SHARE THE ANALYSIS WITH OUR COMMUNITY?

The goal of our work is threefold. First, the analysis will assist Post Falls staff with policy recommendations to council and planning commission or land use-related commissions. Second, Urban3 will work with elected and appointed officials to educate them in cumulative economic thinking, allowing them to understand the true costs of development in a visual way as they make policy decisions. Lastly, we will present our final models to the broader community to inform their understanding of the true costs of development and maintenance, and the relationship to taxation.

After your finances are mapped, we will deliver the results of the analysis, either in-person or virtually. We will rely on your staff to help coordinate and market any public presentations. You know your community best, and you know the critical audiences that need to be engaged. This could be your Chamber, Neighborhood Associations, City and County Leadership, or general public presentation. Urban3 can also conduct workshops with staff and/or Planning Commissioners. The presentations can also be recorded using this software, and used by the City of Post Falls in an ongoing manner.

WHAT WILL BE THE LASTING IMPACT OF THE ANALYSIS ON OUR COMMUNITY?

The final deliverable will be a report of the analysis findings, either in an online report format or a PDF file. This document can be put on your City's website, and an executive summary with metrics and benchmarks that can be referred to, year over year.

Additionally, Urban3 will provide the City of Post Falls with 2D and 3D economic models of both the City of Post Falls and Kootenai County. These will be delivered as a GIS map in ArcGIS format, and usable by GIS staff. Additional deliverables will include all final presentations in Keynote and PDF format and graphics and text for the final report.

- Citizens will understand the financial impact of varying development types on their City's current and future budgets as they provide input in any planning process
- Elected officials will have a data-driven understanding of their City's economic development landscape, enabling them to make informed decisions about future development and policy

- We will provide findings for creating a more fiscally sustainable approach to future development
- A 3D model of your City's tax revenues
- the City of Post Falls will understand its role in the economy of the broader County, enabling advocacy efforts regionally

OUTCOMES BUDGET

Task	Position		Total
Final Presentations (in-person)	Principal		\$10,296
Final Report	Analyst		\$5,390
	Graphics Specialist		\$2,970
		TASK TOTAL	\$18,656
* Expenses are estimates and will be invoiced with actual receipts.		Expenses*	\$3,200
		GRAND TOTAL	\$21,856

FINAL BUDGET

Analysis	In Person Presentation
Phase 1: Revenue Analysis	\$36,447
Phase 2.1: Fiscal Audit Analysis	\$35,829
Phase 2.2: Fiscal Mapping Analysis	\$21,948
Phase 3: Projections	\$9,515
Outcomes, Report, & Presentations	\$21,856
GRAND TOTAL	\$125,594

PROPOSED TIMELINE*

**Data collection will begin at contract signing. Since the timing of collecting public data can be variable, the project timeline will be firmly established when data collection is complete.*

Preparation: Data collection and virtual site visit

Month 1: Model processing - merge and dissolve data

Month 2-3: Model analytics and graphic creation

Month 4-5: Scenario projections, storyboarding, internal review

Month 6: Presentation preparation & Public Presentation
Month 7: Presentation and final report delivery

Urban3 Hourly Rates 2024	
Position	Hourly
Administrative	\$110
Analyst	\$193
Analyst	\$193
Analyst	\$193
Chief Analyst	\$248
Data Scientist	\$193
Founder	\$385
GIS Technician	\$154
Graphic Specialist	\$165
Lead Analyst	\$195
Principal	\$322
Project Manager/Planner	\$219
	\$0

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.

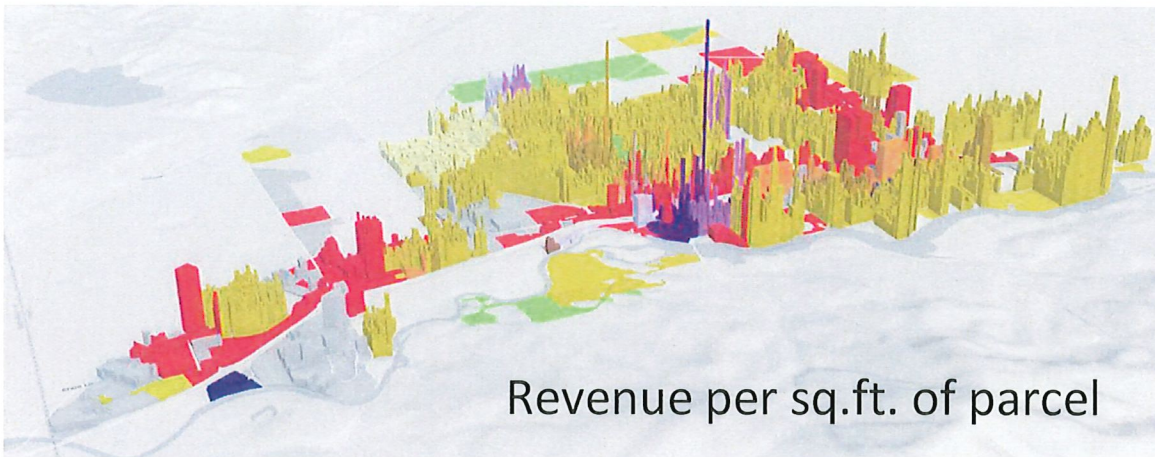
FISCAL IMPACT ANALYSIS CONSULTANT SELECTION



Jon Manley – Planning Manager
September 17th, 2024

1

Workshop on 4/11/24 – Housing Needs and Fiscal Impact Analysis



- Discussed how patterns of development may affect the revenue efficiencies within a community in the future.



2

Overview:

- Completion of a Fiscal Impact Analysis ("FIA") supported by Spatial GIS information.
- Understand fiscal impacts created by different growth patterns.
- Complete and analyze a variety of development trends that could assist in analyzing the fiscal sustainability of future community growth.
- Inform land use policies to be incorporated into an upcoming 2025 Comprehensive Plan update.

Fiscal Impact Analysis RFP

3

Objective and Scope of Work:

- **Public Participation:** Engage in an active public participation effort to support the endeavor.
- **Data Collection:** Complete, evaluate, and provide fiscal data related to the impact of growth alternatives on the economic sustainability and stability of the City of Post Falls.
- **Analysis:** Analyze the revenues and costs created by the existing development patterns in the city and the impact of the current development pattern on the fiscal sustainability of the city.
 - Identify up to three (3) growth alternatives, including the current growth pattern, that provides the anticipated levels of housing needed
 - Analyze the fiscal impacts of those growth alternatives on the city (quantitatively and spatially).
- **Reporting:** Deliver a comprehensive report with an executive summary that includes data visualizations and a summary of findings, for up to three (3) growth alternatives for the City of Post Falls.
- **Coordination:** Coordinate with Camoin Associates for the Housing Needs Assessment and the selected consultant to complete the city's 2025 Comprehensive Plans update.

Fiscal Impact Analysis RFP

4

- **Coordination:** Coordinate with Camoin Associates for the Housing Needs Assessment and the selected consultant to complete the city's 2025 Comprehensive Plans update.

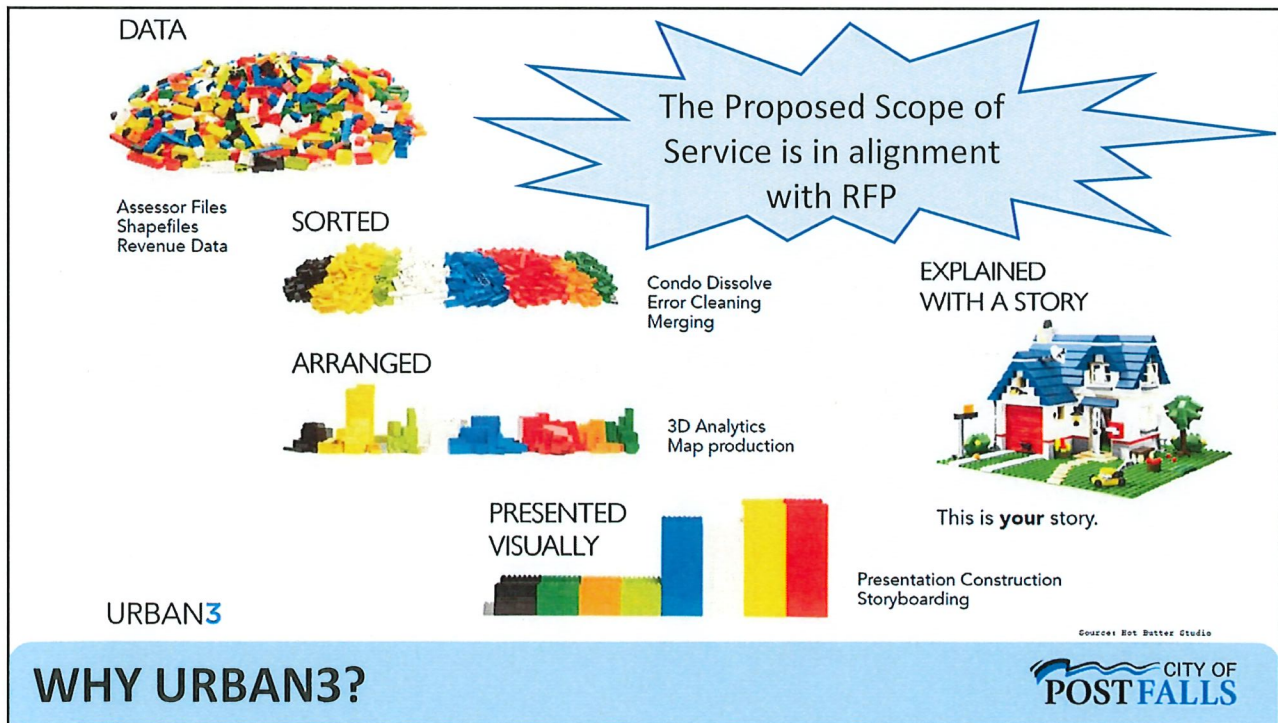
Comprehensive Plan Update a 3-part process:

1. Complete a Housing Needs Assessment (HNA) by a to be selected consultant.
2. Complete a Fiscal Impact Analysis (FIA).
3. Update the Comprehensive Plan by a to be selected consultant
 - a. Incorporate the findings from the FIA and HNA to update related goals and policies and future land use map.
 - b. Incorporate related data and graphics into the update.
 - c. Modify goals and policies
 - d. Modify Future Land-Use and Focus Area designations.

Fiscal Impact Analysis RFP



5



6

WHY URBAN3?



- ❖ Clearly demonstrate the economic potency of downtown Post Falls, and the entire City of Post Falls within the county and region, to the larger community;
- ❖ See the economic effects of varying types of development within the same market;
- ❖ Visualize public finances to give the community comprehensible financial data to integrate in decision-making about the future;
- ❖ Utilize the findings from the study to inform potential adjustments to public policy to maximize both the downtown area and the City of Post Falls fiscal productivity;

URBAN3 – Intended Outcomes



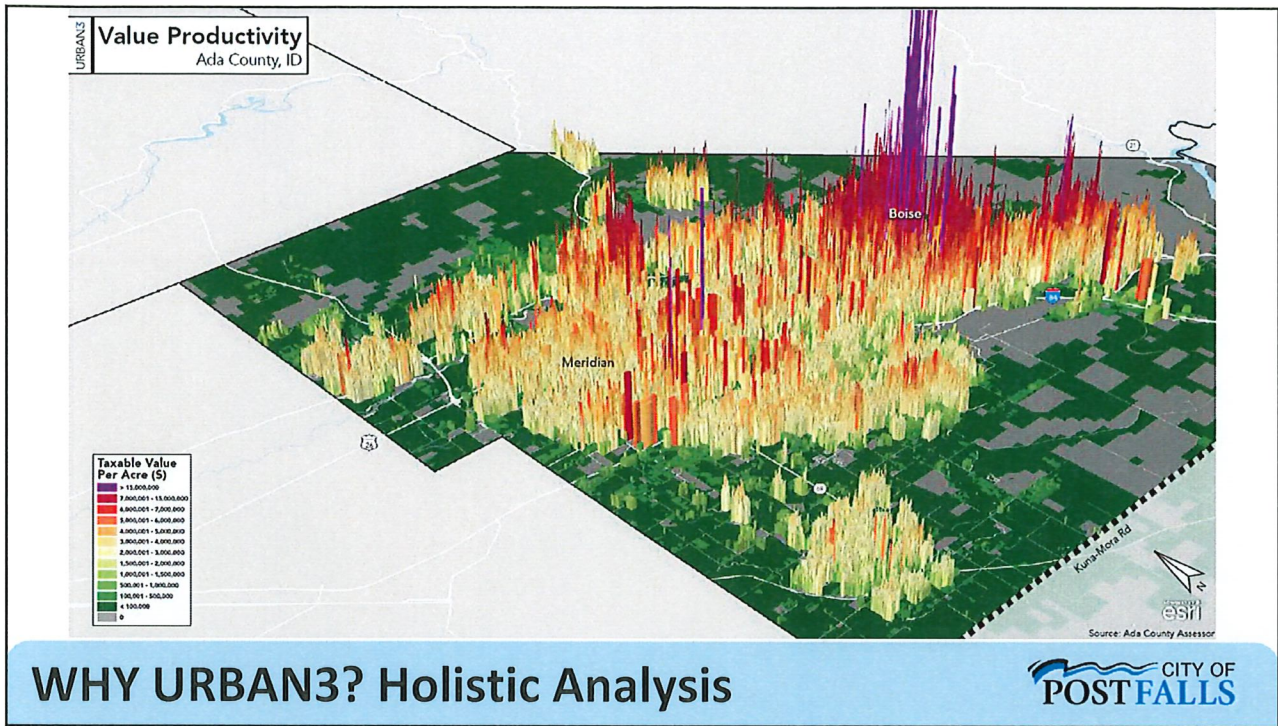
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- ❖ Glean information about the development patterns in the community, leading to stronger decision-making based on the public's return on investment;
- ❖ Assess assumptions that budget problems can be solved by creating more growth, yet more growth in unproductive patterns (i.e. more cost than revenues) will only increase economic problems;
- ❖ Provides transparency regarding the cost of growth and long-term obligations to create a healthy, sustainable fiscal future for the Post Falls community and the entire region.

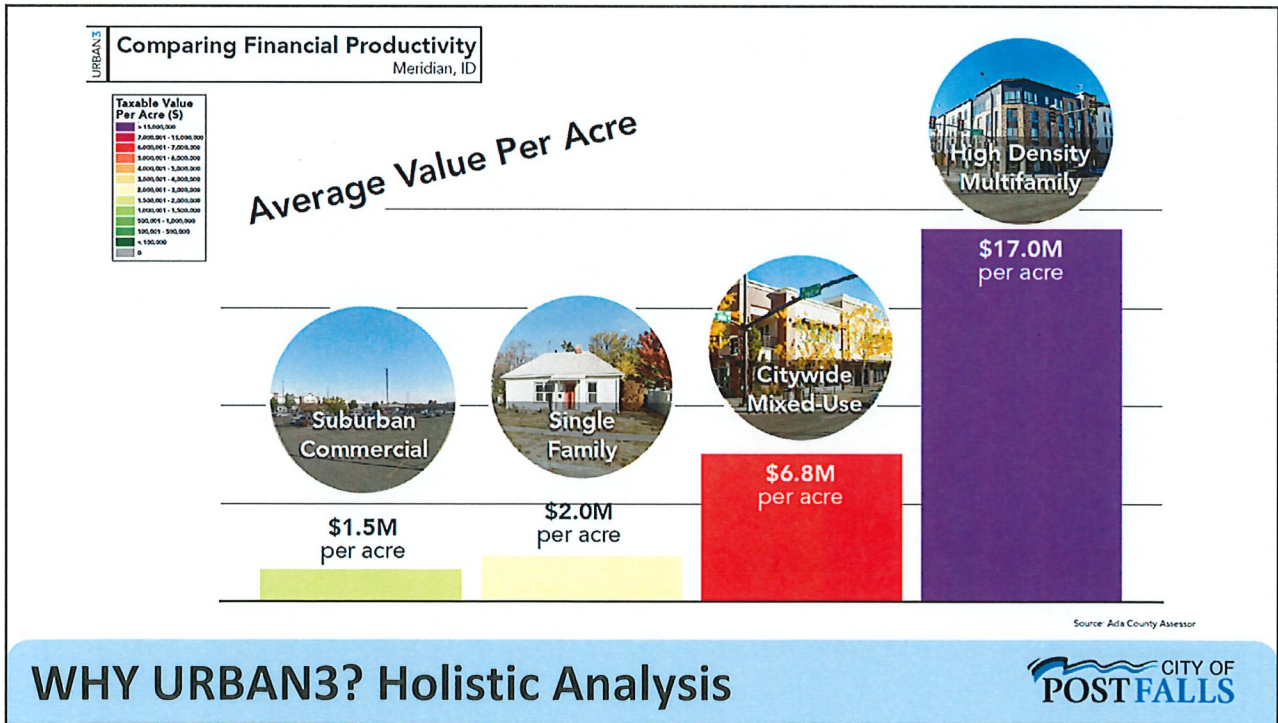
URBAN3 – Intended Outcomes



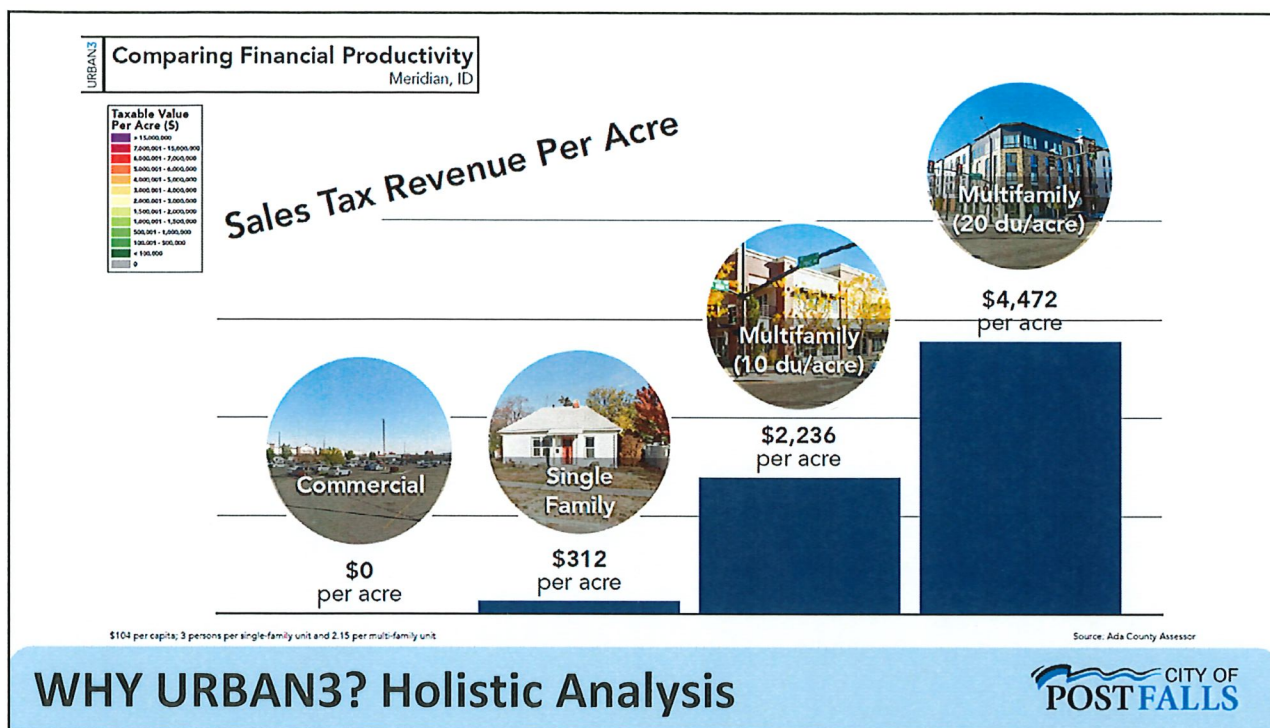
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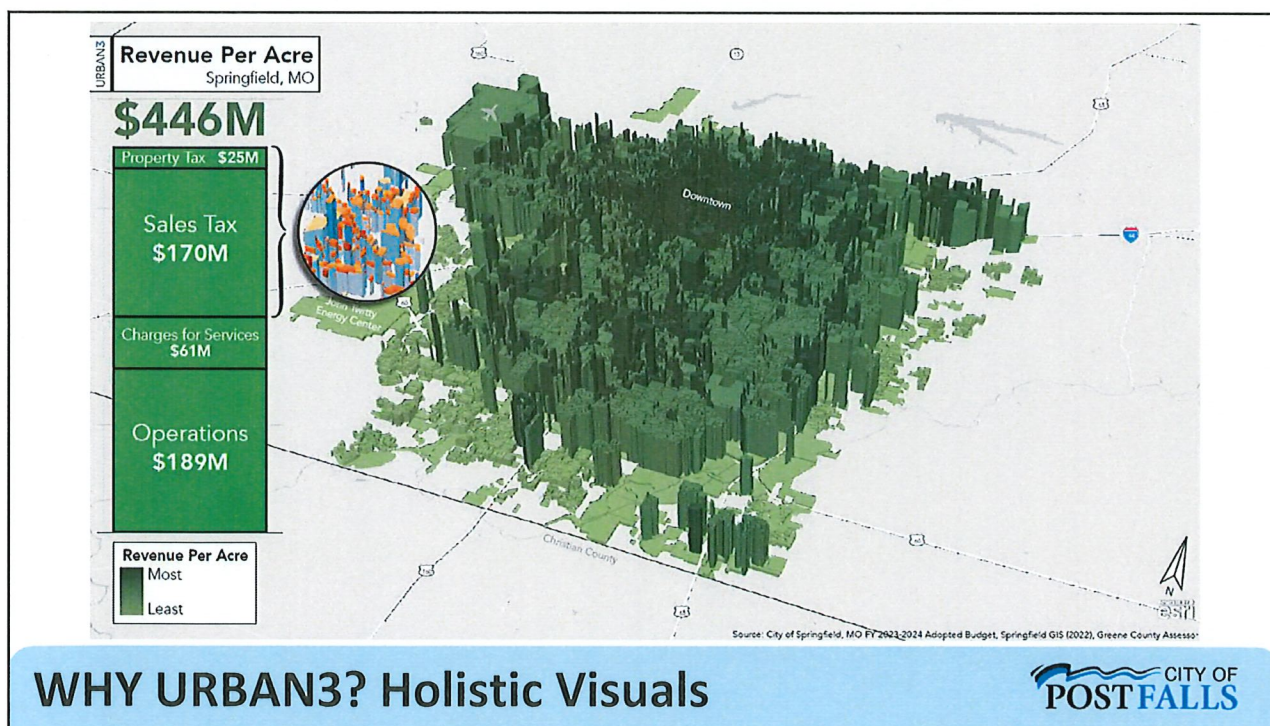
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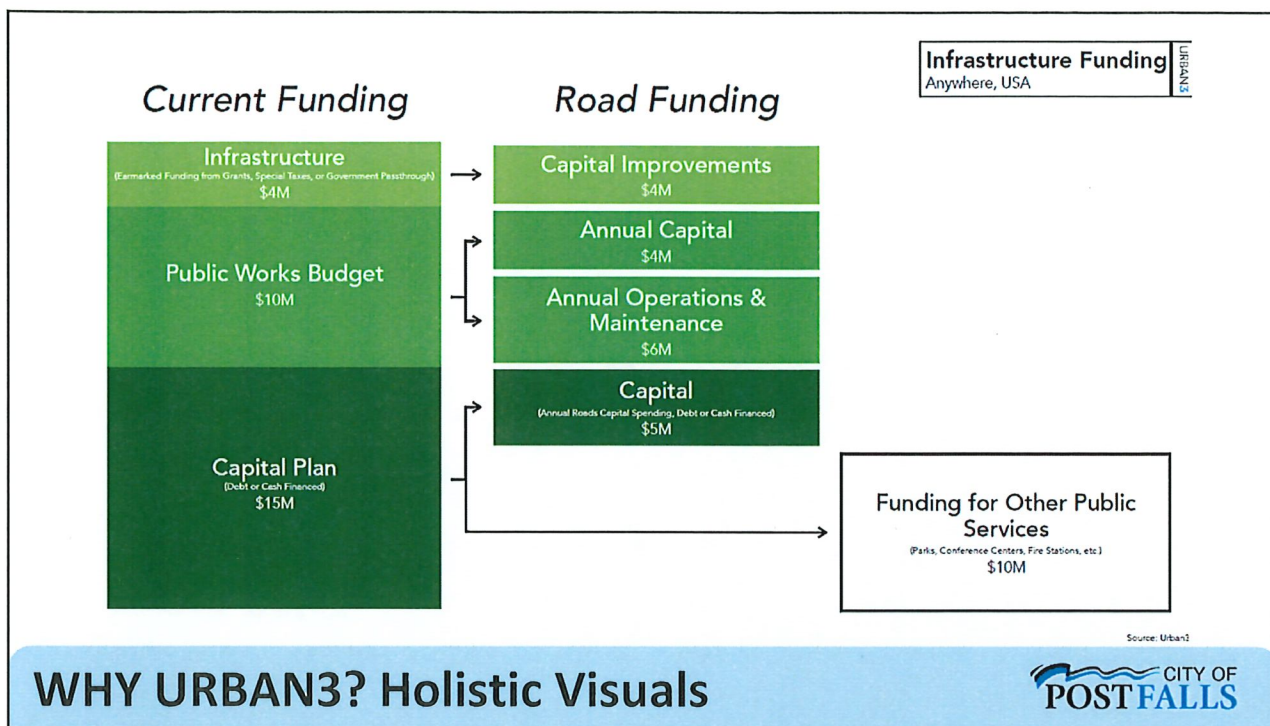
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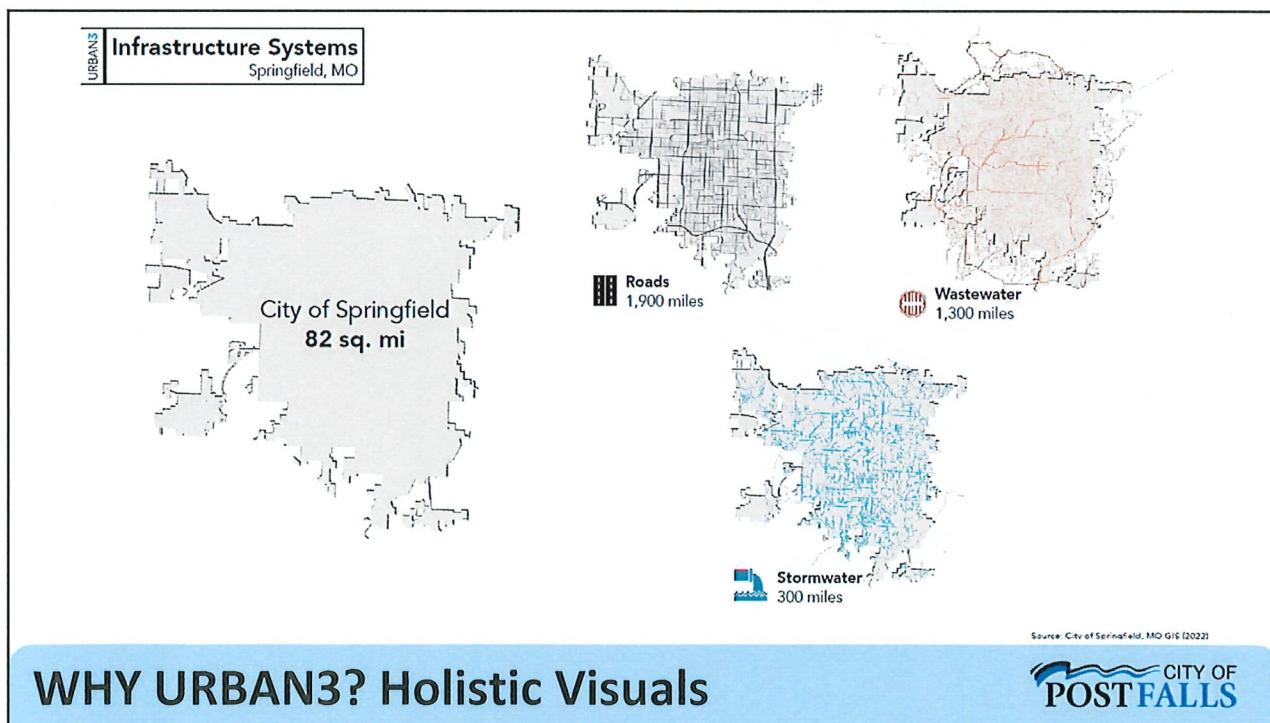
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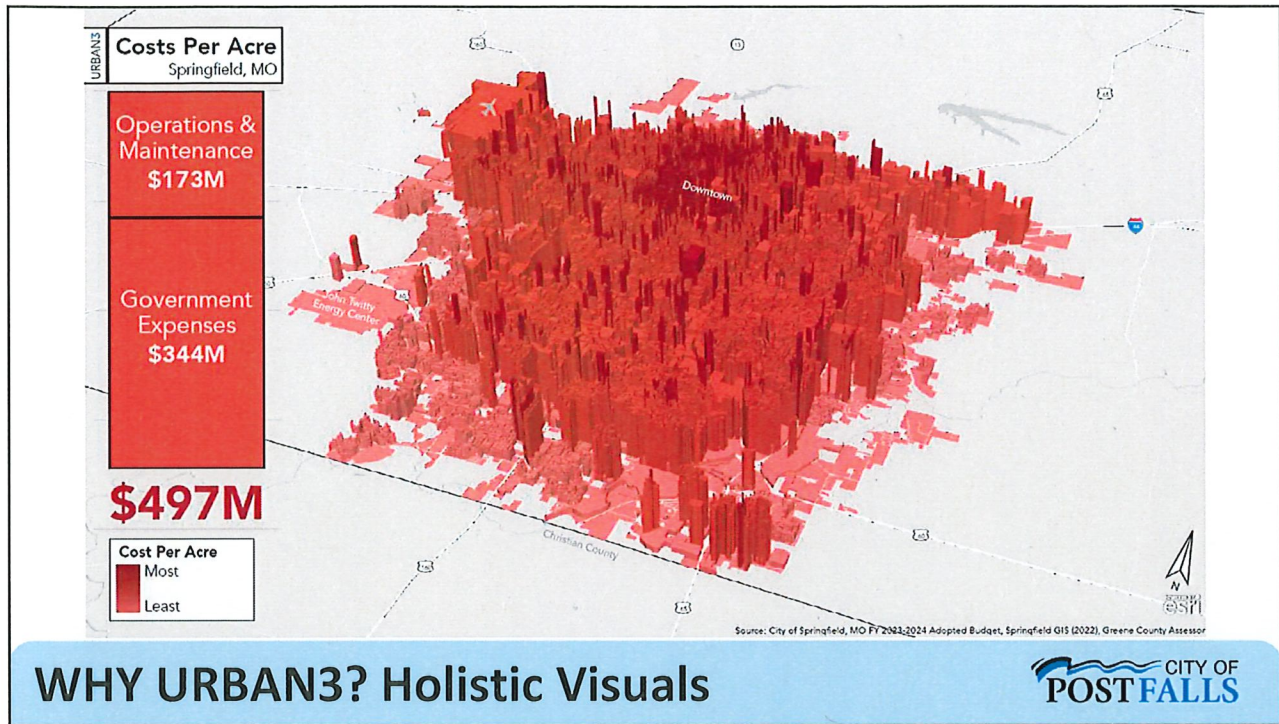
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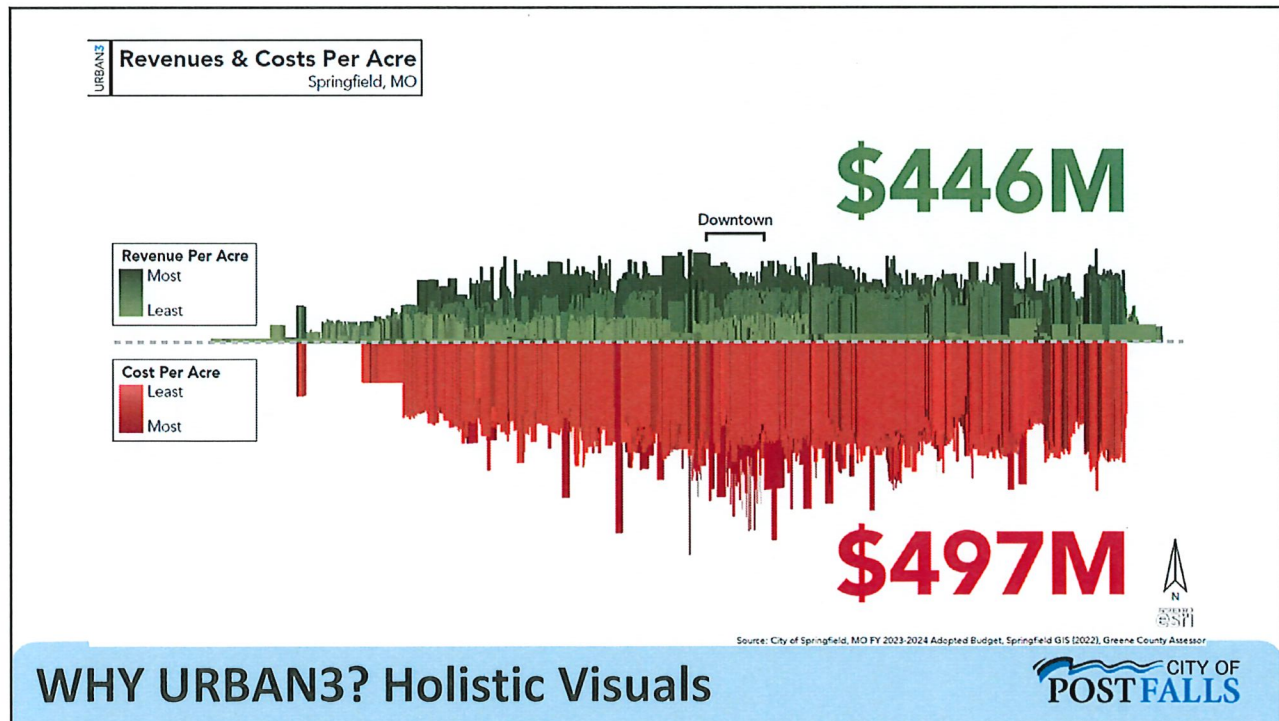
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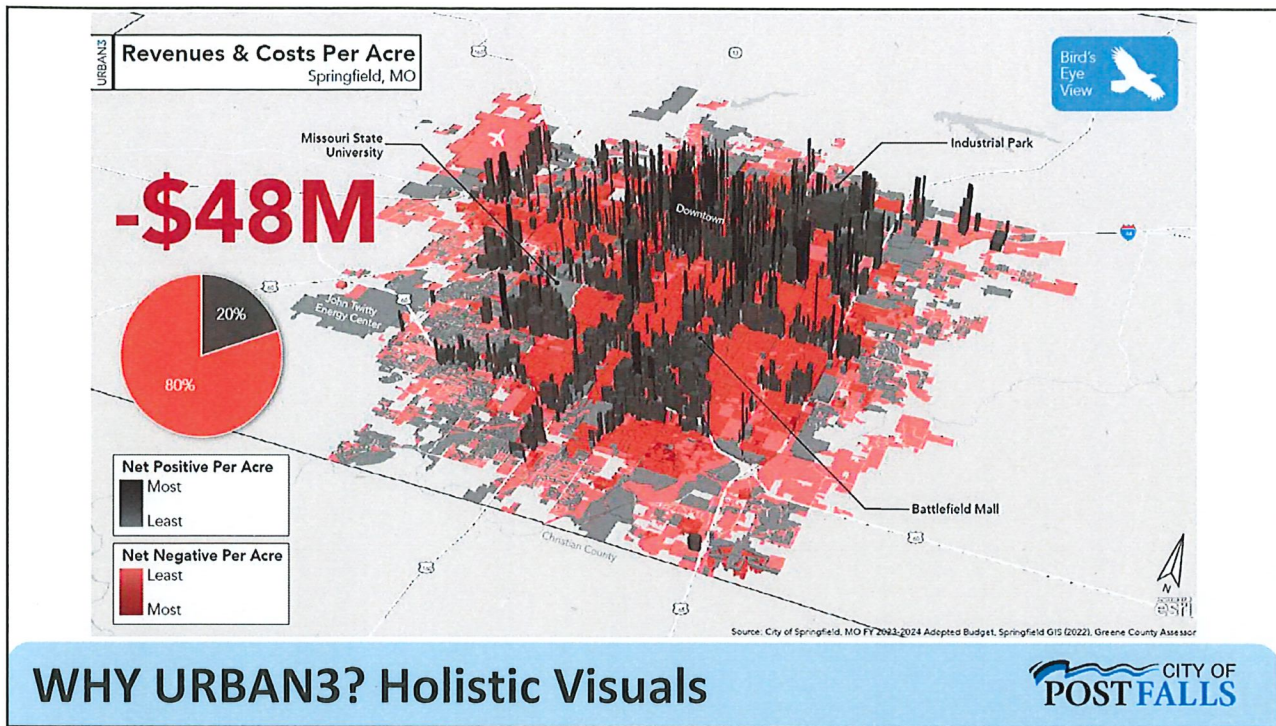
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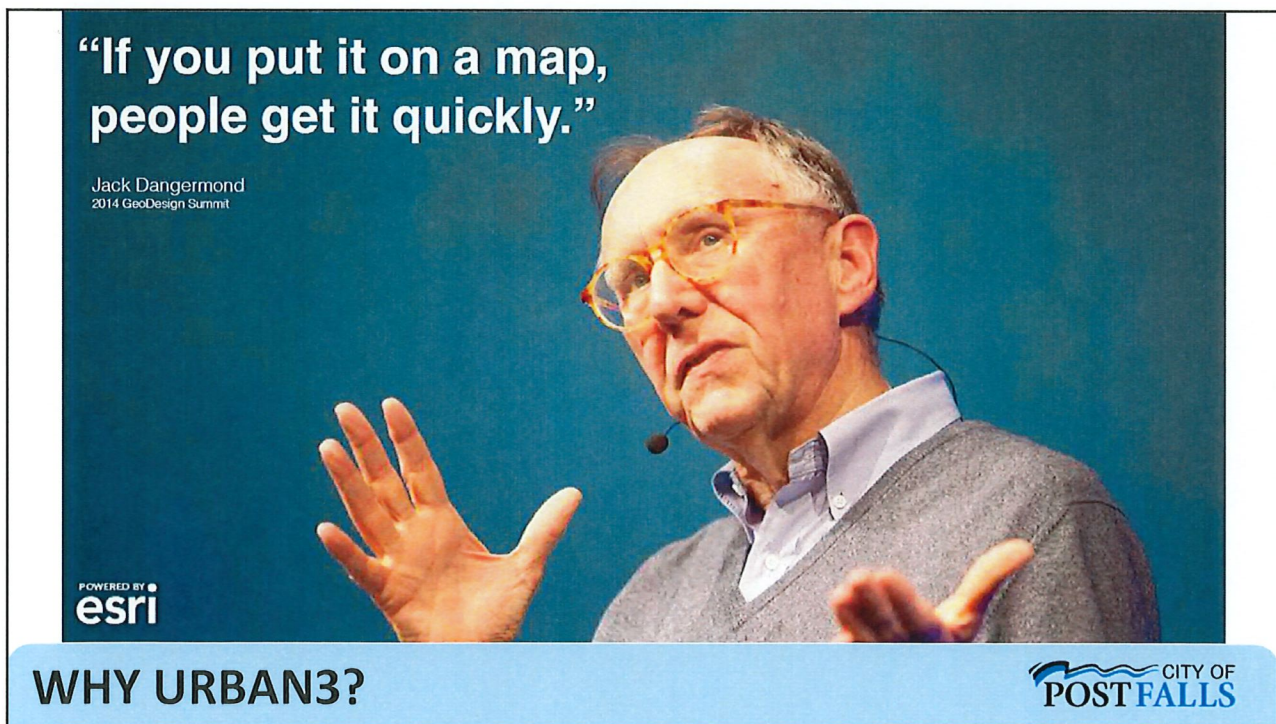
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FINAL BUDGET

Analysis	In-Person Presentation
Phase 1: Revenue Analysis	\$36,447
Phase 2.1: Fiscal Audit Analysis	\$35,829
Phase 2.2: Fiscal Mapping Analysis	\$21,948
Phase 3: Projections	\$9,515
Outcomes, Report, & Presentations	\$21,856
Grand Total	\$125,595
5% contingency	\$131,875

\$37,715 higher than next bid

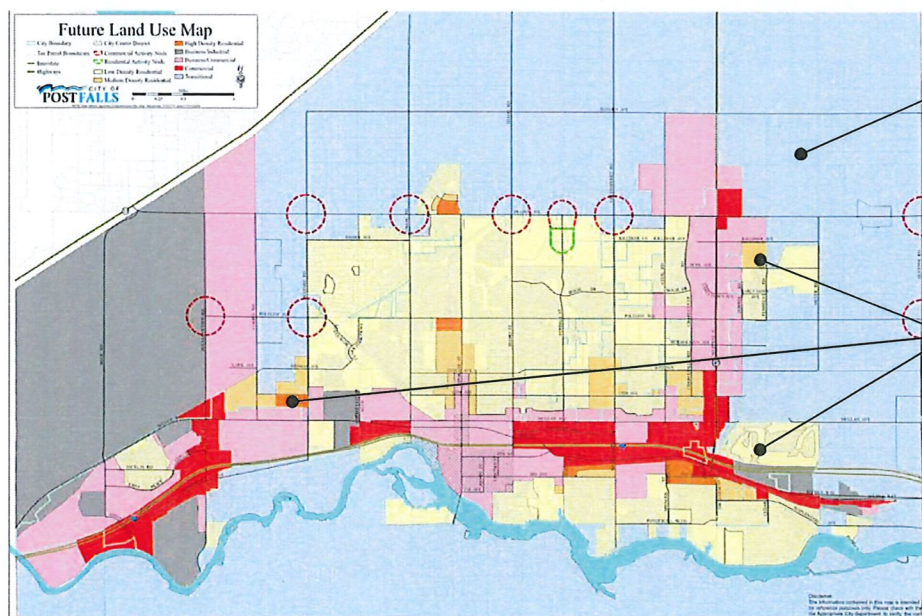


- Not as Visual
- Not near holistic
- As proposed fell short of meeting needs for Future Land Use mapping
- Costs could exceed this amount to meet needs

Cost?



19



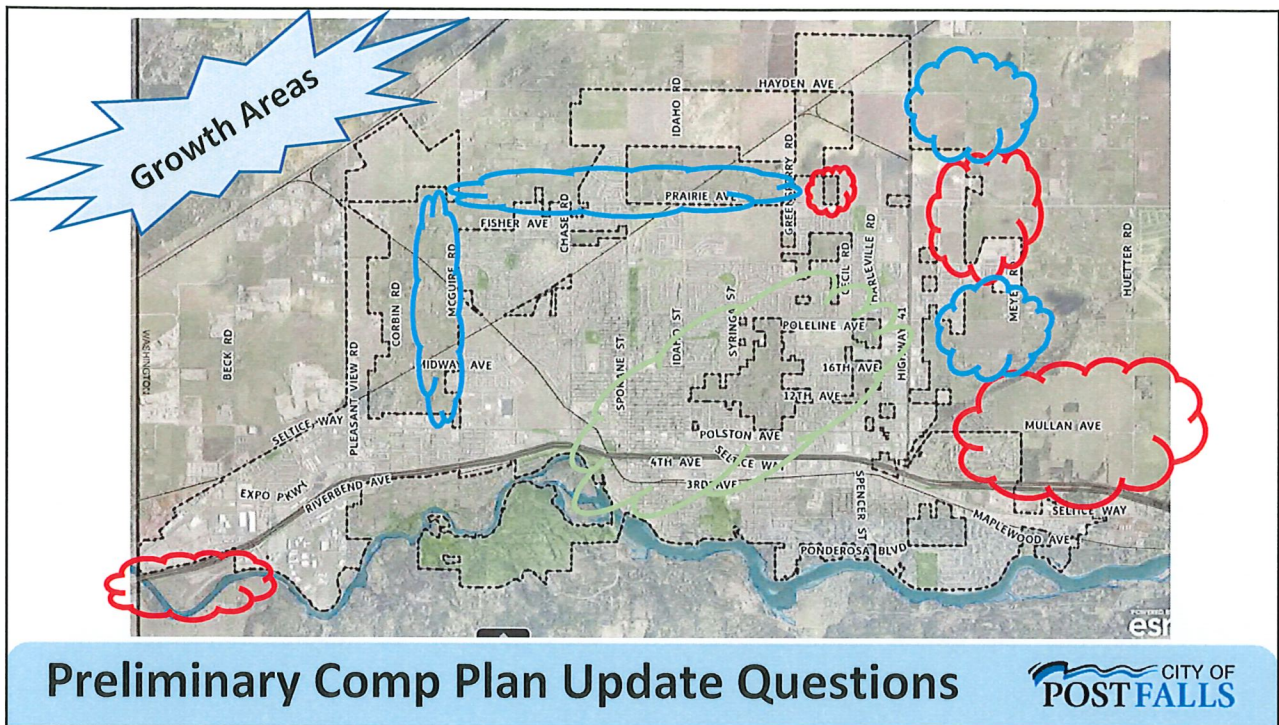
Transitional
Land Use
Designation?
Discontinue?

Delineated
Residential
Designations?
Discontinue?

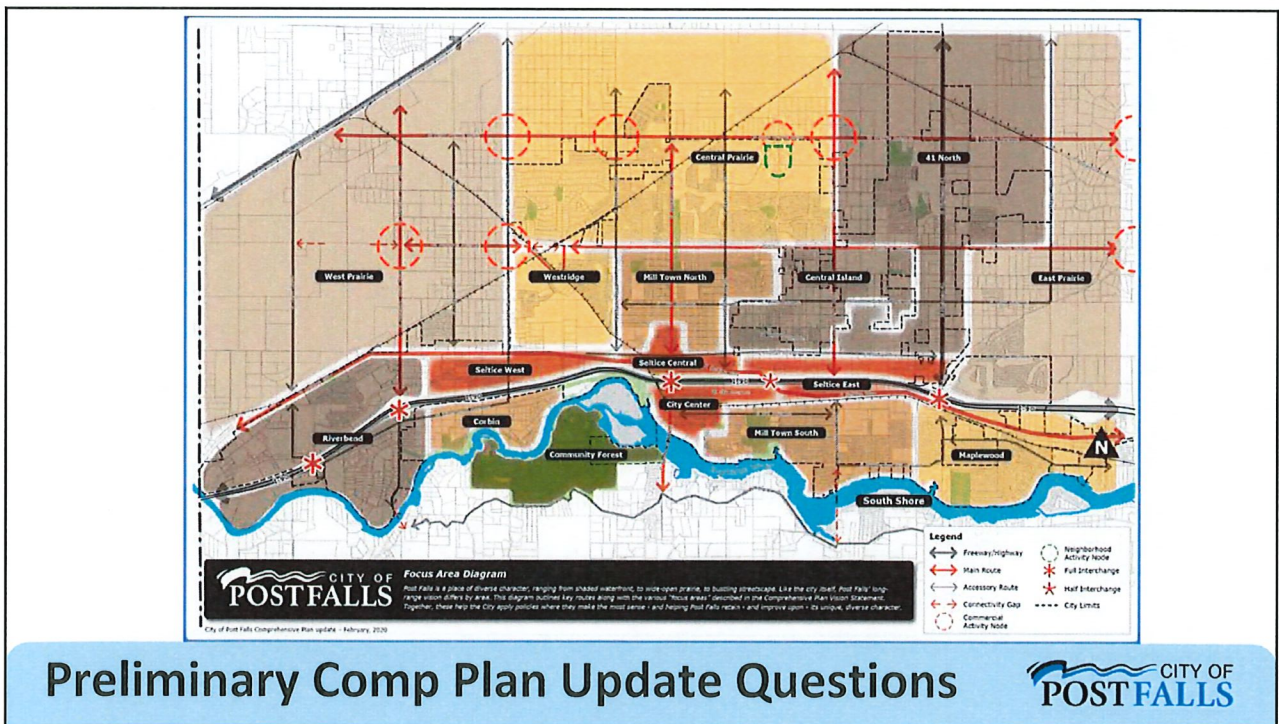
Preliminary Comp Plan Update Questions



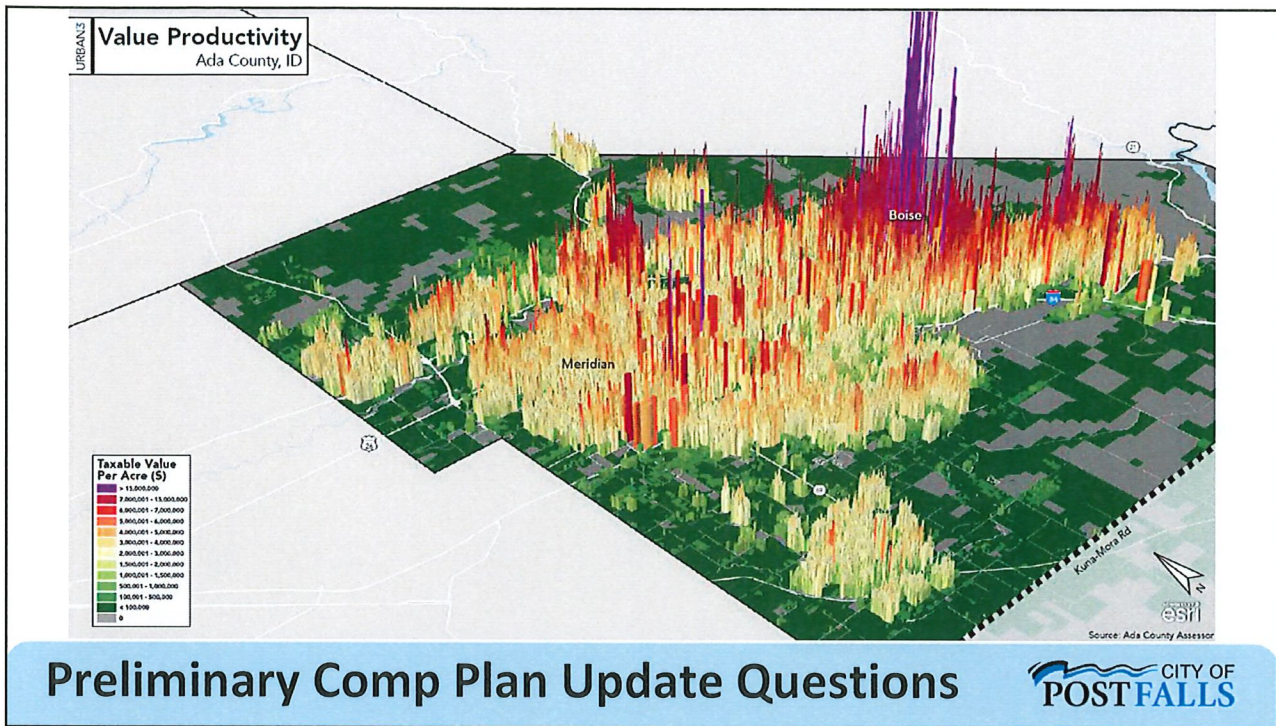
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**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 9/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: FY2025 Intergovernmental Agreements for Prosecution Services

ITEM AND RECOMMENDED ACTION:

The purpose of this memo is to seek Council approval for the FY2025 Intergovernmental Agreements between the City of Post Falls and the cities of Rathdrum and Hayden to provide misdemeanor and infraction prosecution services. The main changes for the FY2025 contracts include updated financial terms based on more current data from Post Falls' FY25 budget and recent case numbers. Staff recommends approval of the Agreements.

DISCUSSION:

The City of Post Falls has agreements with both Rathdrum and Hayden to provide misdemeanor and infraction prosecution services. For FY2025, the compensation for these services has been adjusted to reflect updated cost information and case volume. They consider the updated FY25 budget and case data, and the increased fees align with the actual costs incurred by Post Falls in providing these prosecution services.

1. **Rathdrum Agreement:** The City of Rathdrum will pay Post Falls \$7,485 monthly for these services. This represents a 28.32% increase from the previous year's amount. The increase accounts for updated financial data from Post Falls' FY25 budget and the number of cases handled in the past year.
2. **Hayden Agreement:** The City of Hayden will pay Post Falls \$11,600 monthly for the same services, reflecting a significant 98.87% increase from the previous year. This substantial increase underscores the value of the updated data and the higher volume of cases handled over the past year.

It is essential to clarify that this arrangement does not place any undue financial burden on Post Falls taxpayers to support the legal costs of other jurisdictions. The fees negotiated reflect a fair contribution towards the actual expenses incurred by Post Falls. Even without these agreements, Post Falls would still require the same number of prosecutors and staff to manage the demands of multiple judges and courtrooms in Kootenai County.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This is a new item, but the Council reviewed, approved, and executed similar intergovernmental agreements for FY2024. Those agreements have been successfully implemented over the past year.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The proposed agreements will generate revenue for the City of Post Falls in the amounts specified above. These revenues are intended to cover the costs associated with providing prosecution services, including personnel, equipment, and other resources.

BUDGET CODE:

ATTACHMENTS:

1. FY2025 Intergovernmental Agreement - Prosecution Services
2. 2024.08.09 Hayden Intergovernmental Agreement for Prosecution Services
3. 2024.09.16 Prosecution Contracts

FY2025 INTERGOVERNMENTAL AGREEMENT TO PROVIDE
PROSECUTION SERVICES

This AGREEMENT, is entered into by and between the city of Rathdrum, hereinafter referred to as "RATHDRUM" and the city of Post Falls, hereinafter referred to as "POST FALLS" to replace an Agreement between the parties executed by RATHDRUM on May 16, 2023 and executed by POST FALLS on April 27, 2023.

WHEREAS, RATHDRUM desires to enter into a contract with POST FALLS for the performance of misdemeanor and infraction prosecution, and related administrative/civil hearings, for offenses that occur within the corporate limits of RATHDRUM, and

WHEREAS, POST FALLS agrees to render such services under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 50-208A and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, and supervision, records, and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violations occurring within the corporate limits of the Rathdrum, and related administrative/civil hearings.

a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including, but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of state laws and Rathdrum city codes/ordinances.

b. POST FALLS will use its best effort to provide the highest quality legal services necessary to meet Rathdrum's needs. The level of service will be equivalent to the service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The prosecution duties will be performed in accord with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this Agreement.

c. The personnel used by POST FALLS to perform the prosecution and support services are under the jurisdiction and control of POST FALLS while rendering the services.

d. POST FALL'S personnel will prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files

will remain the property of POST FALLS. However, RATHDRUM has the right to view and obtain copies of all such documents and paperwork.

e. POST FALLS will provide a quarterly report accounting for the cases and hearings attended by POST FALLS prosecutors while providing the services under this agreement.

f. POST FALLS prosecutors will be available by telephone and in person to advise RATHDRUM police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.

g. RATHDRUM agrees to forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.

2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS will remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that RATHDRUM will not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this agreement, and POST FALLS hereby agrees to indemnify and hold harmless RATHDRUM from any liability of such a claim.

3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify RATHDRUM from any and all liability arising solely from the acts or omissions of POST FALLS' employees in providing the prosecution services rendered under this Agreement.

4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000. POST FALLS shall provide proof of liability coverage as set forth above to RATHDRUM at the request of RATHDRUM.

5. ADMINISTRATION: Each of the parties will designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of RATHDRUM and the employees of POST FALLS in requesting and performing the prosecution services. All communications between the parties with regard to this Agreement and the providing of prosecution services will be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, RATHDRUM hereby agrees to pay to POST FALLS the sum of \$7,485.00 per month. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.

7. TERM OF AGREEMENT: This Agreement shall be effective commencing on the 1st day of October 2024 and continue in full force and effect until terminated by either party with thirty (30) day's written notice. Both parties agree to attempt to keep the other informed of the status of performance in order that mutually acceptable performance can be achieved.

8. RECITALS: The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

9. ANNUAL MEETING: Representatives from both POST FALLS and RATHDRUM shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before May 1 of each year, both parties shall meet annually to evaluate the program and discuss any concerns.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

POST FALLS:

Ronald G. Jacobson, Mayor

Date: _____

RATHDRUM:



Mike Hill, Mayor

Date: 7/24/24

ATTEST:

Shannon Howard, City Clerk



Lorrann Morrell, City Clerk

FY2025 INTERGOVERNMENTAL AGREEMENT TO PROVIDE
PROSECUTION SERVICES

This AGREEMENT is entered into by and between the city of Hayden, hereinafter referred to as "HAYDEN" and the city of Post Falls, hereinafter referred to as "POST FALLS" to replace an Agreement between the parties executed by HAYDEN on May 24, 2023, and executed by POST FALLS on June 15, 2023.

WHEREAS, HAYDEN desires to enter into a contract with POST FALLS for the performance of misdemeanor and infraction prosecution, and related administrative/civil hearings, for offenses that occur within the corporate limits of HAYDEN, and

WHEREAS, POST FALLS agrees to render such services under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 50-208A and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, supervision, records, and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violations occurring within the corporate limits of the Hayden, and related administrative/civil hearings.

a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including, but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of state laws and Hayden city codes/ordinances.

b. POST FALLS will use its best effort to provide the highest quality legal services necessary to meet Hayden's needs. The level of service will be equivalent to the service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The prosecution duties will be performed in accordance with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this Agreement.

c. The personnel used by POST FALLS to perform the prosecution and support services are under the jurisdiction and control of POST FALLS while rendering the services.

d. POST FALL'S personnel will prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files

will remain the property of POST FALLS. However, HAYDEN has the right to view and obtain copies of all such documents and paperwork.

e. POST FALLS will provide a quarterly report accounting for the cases and hearings attended by POST FALLS prosecutors while providing the services under this agreement.

f. POST FALLS prosecutors will be available by telephone and in person to advise HAYDEN police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.

g. HAYDEN agrees to forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.

2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS will remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that HAYDEN will not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this agreement, and POST FALLS hereby agrees to indemnify and hold harmless HAYDEN from any liability of such a claim.

3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify HAYDEN from any and all liability arising solely from the acts or omissions of POST FALLS' employees in providing the prosecution services rendered under this Agreement.

4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000. POST FALLS shall provide proof of liability coverage as set forth above to HAYDEN at the request of HAYDEN.

5. ADMINISTRATION: Each of the parties will designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of HAYDEN and the employees of POST FALLS in requesting and performing the prosecution services. All communications between the parties with regard to this Agreement and the providing of prosecution services will be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, HAYDEN hereby agrees to pay POST FALLS the sum of \$11,600.00 per month. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.

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IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies, and it has been signed and attested by each party's authorized officials.

POST FALLS:

HAYDEN:

Ronald G. Jacobson, Mayor

Alan Davis, Mayor

Date: _____

Date: _____

ATTEST:

Shannon Howard, City Clerk

Abbi Sanchez, City Clerk



Agreements for Prosecution Services: Hayden and Rathdrum

Field K. Herrington
Legal Services Director
September 16, 2024

Introduction

- Purpose is to review the updated Intergovernmental Agreements with Hayden and Rathdrum for Prosecution Services.
- Key Changes: Highlight the significant increases in the agreements compared to the previous years.

Legal Services Department

Criminal - Goals and Challenges

Goals

- Maintain High Quality of Service: Ensure consistent, reliable legal services despite growing demands.

Operational Changes & Challenges

- Increased Case Load – Misdemeanors.
 - Post Falls misdemeanors are up 61% from last year.
 - Rathdrum misdemeanors are up 89% from last year.
 - Hayden misdemeanors are up 32% from last year.
- Increased Case Counts: Manage a growing workload with existing resources. Develop strategies to handle increased case volumes without compromising on service quality.
- As the number of judges continues to rise, there is a growing need for prosecutors to concurrently manage proceedings in multiple courtrooms.

Old Methodology

- Previously, we used the previous years budget numbers and case counts to determine the cost per case.
- Using Post Falls cost per case we then applied that to the number of cases from each jurisdiction attempting to recover about 70% of the cost of providing the service.

New Methodology

- Now using the proposed next year budget numbers (FY25) and current case counts to determine the cost per case.
- We now separate out the different cases, misdemeanors and infractions. We used a formula that calculates the adjusted cost per infraction case as one sixth of the cost per misdemeanor case.

New Methodology

- Under our new calculation for Post Falls:
 - Misdemeanors Cost \$427.95 per case; and
 - Infractions Cost \$71.32 per case.
- We attempt to recover 70% of our costs resulting in a Cost per case to the jurisdictions of:
 - \$299.56 per Misdemeanor; and
 - \$49.93 per Infraction.

Overview of Hayden Agreement

- Service Scope: Misdemeanor and infraction prosecution.
- Duration: Effective from October 1, 2024, until terminated with a 30-day notice.
- Cases: Based on last years case counts of 428 Misdemeanors and 220 Infractions.
- Compensation: Increased to **\$11,600** per month.
- Annual Review: Compensation subject to annual review and potential modification.

Overview of Rathdrum Agreement

- Service Scope: Misdemeanor and infraction prosecution.
- Duration: Effective from October 1, 2024, until terminated with a 30-day notice.
- Cases: Based on last years case counts of 287 Misdemeanors and 77 Infractions.
- Compensation: Increased to **\$7,485** per month.
- Annual Review: Compensation subject to annual review and potential modification.

Comparison of Agreement Changes

- Hayden: Previous year contract was \$5,833/month. FY25 contract is a 98.87% increase
- Rathdrum: Previous year contract was \$5,833/month. FY25 contract is a 28.32% increase.
- Rationale: Reflects better case reporting due to new prosecution software as well as accounting for FY25 budget increases. Likely will not see such stark increase in subsequent years as we will follow same methodology moving forward.

Financial Impact

- Total Annual Revenue for FY25 is **\$229,020**.
- Fees negotiated reflect a fair contribution towards the actual expenses incurred by Post Falls. Even without these agreements, Post Falls would still require the same number of prosecutors and staff to manage the demands of multiple judges and courtrooms in Kootenai County.
- Should help fund new positions in the legal department moving forward. Potential need for additional staff or resources to handle increased case volumes.

Questions?