CITY OF POST FALLS

CITY COUNCIL
MEETING AGENDA

October 17, 2023
6:00 PM

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

WORKSHOP – 5:00 pm Basement Conference Room

a. Historical Society Discussion

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

a. Proclamation - Domestic Violence Awareness Month

b. Proclamation - Careers In Construction Month

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

a. Minutes – September 19, 2023, City Council Meeting

b. Minutes - September 26, 2023 Special City Council Meeting

c. Minutes - September 27, 2023 Special City Council Meeting

d. Payables September 12, 2023 - October 9, 2023

e. July Cash and Investment Reports

f. Joint Powers Subscriber Agreement with ICRMP

g. Haycrop Commercial Park Addition Subdivision Construction Improvement Agreement

h. Satre Estates Subdivision Plat Application

i. Police Department Direct Multi Node VIPER System Contract

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. Development Agreement Text Amendment File # TA-23-1

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. Purchase of Four Replacement Henke Gated Loader Plows

b. North Crown Zone Change Ordinance File # ZC-22-7

c. Thompson Satchwell Annexation Ordinance File # ANNX-22-14

d. Implementation of Facilities Needs Assessment/Master Plan

e. Well House 11 - Additional Services Agreement with J-U-B Engineers

4. NEW BUSINESS

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ACTION ITEMS:

a. Well 4 Rehabilitation Engineering and Construction Management Services

b. Snow Removal Ordinance and Enforcement Policy

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)(f) To communicate with legal counsel for the public agency to discuss legal ramification of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

RETURN TO REGULAR SESSION

a. **ACTION ITEM**
To authorize legal enforcement action in regards to Project Delta.

ADJOURNMENT

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Mayor Ronald G. Jacobson
Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

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

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

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

Proclamation

Domestic Violence Awareness Month

Whereas, domestic violence is a pervasive and devastating crime that affects individuals and families of all races, backgrounds, and socioeconomic statuses, and its impact extends throughout our community; and

Whereas, domestic violence can take many forms, including physical, emotional, psychological, and financial abuse, and it often goes unnoticed or unreported, leaving victims suffering in silence; and

Whereas, domestic violence can have long-lasting and far-reaching consequences, including physical injuries, mental health issues, and even loss of life; and

Whereas, Domestic Violence Awareness Month provides an opportunity for our community to come together to raise awareness about domestic violence, support survivors, and work towards its prevention; and

Whereas, we recognize the importance of empowering survivors of domestic violence by providing access to resources, support services, legal assistance, and confidential safe shelter options; and

Whereas, domestic violence organizations, advocates, law enforcement, and concerned citizens play a critical role in combating domestic violence and promoting healthy relationships; and

Whereas, our community is committed to taking a stand against domestic violence and working towards creating a safer and more compassionate environment for all residents;

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim the month of October as Domestic Violence Awareness Month in the City of Post Falls.

Dated this 17 of Oct, 2023.

Mayor City of Post Falls

Proclamation

Careers In Construction Month

Whereas, Careers in Construction Month is an annual month designated to help increase public awareness of the opportunities available in construction trades professions.

Whereas, during this month, employers, libraries, associations and schools are encouraged to conduct job fairs, panel discussions, and local community events to inform students of the vast employment opportunities in construction;

Whereas, the construction industry is one of North Idaho's and our nation's largest industries, employing more than 5 million individuals in the U.S.;

Whereas, we are pleased to honor the construction trades professional and the critical role they play in the development of our Idaho;

Whereas, through a collaborative effort that reaches policymakers as well as local educators and high school students, our goal is to effectively address some of the issues that have contributed to chronic labor shortages and misperceptions of careers in construction, to develop a skilled workforce for the future;

Whereas, the NAHB Student Chapters program is dedicated to enriching the educational experience of students by offering them first-hand exposure to the real world of the building industry through NAHB membership, educational programming, and networking opportunities including the Student Chapter at KTEC;

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim October 2023 as CAREERS IN CONSTRUCTION MONTH in the City of Post Falls, Idaho, and I urge all citizens to join me in this special observance.

Dated this 17 of Oct, 2023.

Mayor City of Post Falls

CITY OF POST FALLS

CITY COUNCIL MEETING MINUTES	September 19, 2023 6:00 PM

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

WORKSHOP – 5:00 pm Basement Conference Room

a. Sidewalk Snow Removal Ordinance

In the city, sidewalks are owned by the property owner and the city has an easement. The ADA requirement is that sidewalks be cleared in a reasonable timeframe. Post Falls is close to the last city in the State of Idaho to not have a sidewalk snow removal ordinance. Staff recommends having an ordinance with the enforcement would be through Code Enforcement and start out with education before it gets to the point of fines. Looking at sidewalks being cleared within 48 hours of a snow event. Staff received directions to keep working on the ordinance and bring it back to a future workshop.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

The Post Falls Highway District is hosting a drop-in open house for the Prairie Avenue widening project tomorrow, September 20th, from 4 to 6 pm at the Post Falls Highway District office, 5629 E. Seltice Way. The project includes improvements to Prairie Avenue from Meyer Road to Highway 41 and a roundabout installation at the intersection of Hayden and Meyer. This is a grant project that is funded jointly between the City of Post Falls and the Post Falls Highway District. I encourage the community to attend, learn about the project and provide feedback.

The Post Falls Police Department is hosting Coffee with a Cop next Wednesday, September 27th, from 9:30 to 11 am at Anchored Coffee Company. This is an opportunity to ask questions, voice concerns and get to know our local police officers and staff. Anchored Coffee Company is located at the new Prairie Falls Golf Club facility, 3200 N. Spokane Street, Suite 105.

a. Connect to Kootenai - Greta Gissel

Spoke about local worker housing.

b. Proclamation - Constitution Week

c. Proclamation - National Service Dog Month

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 – September 5, 2023, City Council Meeting

b. Payables August 29, 2023 - September 11, 2023

c. Millsap Landing Annexation Reasoned Decision File No. ANNX-22-16

d. Nagra Annexation Reasoned Decision File No. ANNX-22-11

e. Hydrilla Estates Construction Improvement Agreement

f. Fair Estates Subdivision Master Development Agreement

g. Quailview Twinhomes Construction Improvement Agreement

h. Addendum 1 to Appendix XI of the Prairie Crossing Construction Improvement Agreement

Motion by Malloy to approve the Consent Calendar as presented.
Second by Borders.
Vote: Walker-Aye, Borders-Aye, Thoreson-Aye, Ziegler-Aye, Malloy-Aye
Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:
None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:
None

4. NEW BUSINESS

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ACTION ITEMS:

a. Agreement with Motorola Solutions for Continued Service of CAD/RMS (Spillman) System

Captain Mark Brantl presenting: Post Falls has been using the Computer Aided Dispatch/Records Management System (Spillman) for over two decades. This agreement is for the next 5 years of service and upgrades with Motorola Solutions who purchased Spillman several years ago. $282,181.88 will come from previously approved federal funding. The remainder, $163,543.12 will be funded by 911 fees.

Motion by Malloy to approve the agreement with Motorola Solutions for continued service of CAD/RMS (Spillman).
Second by Borders.
Walker-Aye, Borders-Aye, Thoreson-Aye, Ziegler-Aye, Malloy-Aye
Motion Carried

b. Floodplain Ordinance Amendment

Jon Manley, Planning Manager presenting: The current ordinance/code was adopted in 2010. FEMA reviewed our code and determined there have been some updates since 2010 that needed to be adopted for us to remain in the National Floodplain Insurance Program.

The changes are as follows:
* Add notification objectives and maintain eligibility for flood insurance and disaster relief.
* Modification to the definitions section.
* Changing Floodplain Administrator from Public Works to Community Development Director.
* Changes to permit procedures.
* Changes to the duties and responsibilities of the administrator.
* Changes to site development and construction standards.
* Changes to floodway standards.
* Changes to alteration of watercourses.
* Changes to requirements to submit new technical data.
* Changes to criteria for variances.

Ziegler: What would be the ramification of falling out of the floodplain insurance program?
Manley: It would affect those citizens who live along the river in the floodplain and make it harder for them to get insurance.
Malloy: Also, if there was a major flood that damaged infrastructure, we would not qualify for FEMA aid.
Warren Wilson, City Attorney: that is correct.

Motion by Thoreson to place the Ordinance Floodplain Amendment on its first and only reading by title only while under suspension of the rules.
Second by Walker.
Vote: Borders-Aye, Thoreson-Aye, Ziegler-Aye, Malloy-Aye, Walker-Aye
Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL OF TITLE 15 CHAPTER 44 OF THE CITY CODE; PROVIDING FOR ADOPTION OF A NEW TITLE 15 CHAPTER 44 ENTITLED FLOOD DAMAGE PREVENTION; ESTABLISHING AUTHORITY; PROVIDING PURPOSE AND OBJECTIVES; PROVIDING DEFINITIONS; PROVIDING APPLICABILITY AND BASIS; ADOPTING THE FLOOD INSURANCE RATE MAP; REQUIRING PERMITS; PROVIDING FOR INTERPRETATION; PROVIDING WARNINGS AND DISCLAIMER OF LIABILITY; PROVIDING PROCEDURES; PROVIDING FOR DUTIES AND AUTHORITY OF THE ADMINISTRATOR; PROVIDING SITE DEVELOPMENT, CONSTRUCTION, MANUFACTURED HOME, ACCESSORY STRUCTURES, RECREATIONAL VEHICLE, AND FLOODWAY STANDARDS; PROVIDING FOR REPETITIVE LOSS STRUCTURES; REQUIRING TECHNICAL DATA; PROVIDING FOR VARIANCE, CRITERIA, DECISION, APPEAL PROCESS, PROVIDING FOR A PENALTY; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Motion by Thoreson to approve the Ordinance Floodplain Amendment and to direct the clerk to assign the appropriate number and that it be published by summary only.
Second by Malloy.
Borders-Aye, Thoreson-Aye, Ziegler-Aye, Malloy-Aye, Walker-Aye
Motion Carried

c. Resolution to Repeal Outdated Policies

Warren Wilson, City Attorney presenting: Staff recently reviewed the policies adopted by council to determine if there are any currently adopted policies that are no longer relevant. Staff identified a number of policies that are outdated that should be repealed or that have been superseded by new policies that may not have been explicitly repealed.

WHEREAS, the City of Post Falls adopts policies to provide guidelines to ensure effective and efficient city operations; and
WHEREAS, from time to time, city staff review and update policies to ensure that the policies remain effective and
WHEREAS, city staff recently completed a review of adopted policies and identified a number of policies that are no longer needed or that have been superseded by new policies; and
WHEREAS, the City Council finds it to be in the best interest of the city to repeal such policies.
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that:
Section 1. The policies listed below are hereby repealed.

Resolution #	Description	Effective Date	Reason
Resolution 77-6	City Goals and Policies	04/12/77	Out of Date
Resolution 81-6	Mayor & Council Reimbursement	09/08/1981	Out of Date
Resolution 83-3	Reduction in Workforce Policy	01/13/1983	Out of Date
Resolution 84-3	Council Chambers Scheduling Policy	03/06/1984	Replaced
Resolution 2001-10	Investment Policy	09/04/2001	Replaced
Resolution 2003-20	Council Facility Use Policy	04/15/2014	Replaced
Resolution 16-09	Purchasing Policy	06/07/2016	Replaced
Resolution 17-12	Purchasing Policy	06/19/2017	Replaced

Section 2. Effective Date. This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

Motion by Thoreson to approve Resolution to Repeal Outdated Policies and to direct the clerk to assign the appropriate number.
Second by Walker.
Vote: Thoreson-Aye, Ziegler-Aye, Malloy-aye, Walker-Aye, Borders-Aye
Motion Carried

d. Resolution Adopting Personnel Polices

Warren Wilson, City Attorney presenting: Over the past year, city staff has worked on a number of revisions to the city;s personnel policies. These policies include new policies addressing romantic relationships between co-workers, the use of city vehicles, telecommuting, issuance and use of uniforms, and a new policy allowing for small employee recognition awards. Moreover, staff recommends amendments to the rules regarding the use of Paid Time Off (PTO) to clarify that PTO cannot be used to extend a separation/retirement date, and an amendment to our incentive pay policy to remove language that was ineffective.

WHEREAS, the City of Post Falls adopts policies to provide guidelines to ensure effective and efficient city operations; and
WHEREAS, from time to time, city staff review and update policies to ensure that the policies remain effective and

WHEREAS, city staff are proposing the adoption of the following new or amended personnel policies; and
WHEREAS, the City Council finds it to be in the best interest of the city to adopt such policies.
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that:
That the following policies attached hereto as exhibits are adopted:

Description	Exhibit Number
1. Adopting Personnel Policy Section 520 (Romantic Relationships)	1
2. Vehicle Use Policy	2
3. Adopting Personnel Policy Section 521 (Telecommuting)	3
4. Uniform Policy	4
5. Amendments to Personnel Policy Sections 801 & 813 (PTO Use at Retirement)	5
6. Amendments to Personnel Policy Section 411 (Incentive Pay)	6
7. Adopting Personnel Policy Section 412 (Employee Recognition)	7

Section 2. Repeal of Conflicting Policies.
Policies that conflict with the policies adopted by this Resolution are hereby repealed.
Section 3. Effective Date. This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

Motion by Thoreson to approve Resolution Adopting Personnel Policies and to direct the clerk to assign the appropriate number.
Second by Malloy.
Ziegler-Aye, Malloy-Aye, Walker-Aye, Borders-Aye, Thoreson-Aye
Motion Carried

5. CITIZEN ISSUES

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Samantha Steigleder: Had a question about why the door to the rest of the building was locked. Is there a policy and, if so, she would like to see it?
Wilson: It was a change dealing with security. We have had some issues over the years where we have had some people we do not want in the work place. There is not currently a policy, but we are working on one that will call out where the public is generally allowed to be at city hall. The work spaces are not a public forum.
Mayor: I am in favor of having the door locked. I have had people say they were going to come in

and shoot me because they were mad about something. There are very justifiable reasons for it being locked.

6. ADMINISTRATIVE / STAFF REPORTS

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7. MAYOR AND COUNCIL COMMENTS

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8. EXECUTIVE SESSION

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ACTION ITEMS:

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

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

Entered Executive Session at 6:44 pm.
Exited Executive Session at 6:55 pm.

RETURN TO REGULAR SESSION

ADJOURNMENT
6:55 pm

____
Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson
Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

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CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Minutes - September 26, 2023 Special City Council Meeting

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ITEM AND RECOMMENDED ACTION:
N/A

DISCUSSION:
N/A

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. City Council 09262023 Minutes

CITY OF POST FALLS

CITY COUNCIL
MEETING MINUTES

September 26, 2023
9:00 AM

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

REGULAR MEETING – 9:00 am City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Thoreson (in person), Walker (on phone), Malloy (on phone), Ziegler(on phone), Borders (in person), Shove(in person)

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

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ACTION ITEMS:

a. Reasoned Decision for the Thompson Satchwell Annexation and the North Crown Zone Change File No. ANNX-22-14/ZC-22-7

Motion by Borders to accept the Consent Calendar as presented.
Second by Malloy.
Vote: Thoreson-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye
Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

a. FY2024 Property Tax Reserve to Foregone

Public Hearing opened at 9:04 am.

Staff Report
Jason Faulkner, Finance Director presenting: This is a continuation of the public hearing that happened on September 5th. The amount the County presented to the city for annexations was $4.9 million. I felt that was a little low for Post Falls, so I checked and was told it was the number the county had. So I went forward to the Council with that amount for our reserve amount. A week or so ago, the County came back and said, yes, you were right, the $4.9 million was low, so instead, the number should be $15.6 million. It was too late to add it to property tax, so the decision was made to add it to the foregone tax reserve. I am proposing that we move to foregone, the number used to be $116,497 so the difference that will be added to the foregone will be $19,099, so the new amount that will be reserved to foregone will be $135,596 and that captured the amount for annexations that the County corrected.

Testimony
In Favor: None
Neutral: None
In Opposition: None

Public Hearing closed at 9:07 am.

Discussion
Mayor: Our calculations are based on the information we receive. What we received was not good. Unfortunately, it will take two special meetings to correct.
Thoreson: I would like to thank Jason for questioning the number.
Shelly Enderud, City Administrator: Rathdrum's number was too high, which is harder to correct.

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 - FY2024 Forgone Tax Reserve

WHEREAS, Idaho Code 50-235 empowers the city council of each city to levy taxes for general revenue purposes; and,
WHEREAS, Idaho Code 50-1002 requires the city council of each city in the State of Idaho 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 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)(f) requires that the City adopt an annual resolution to reserve additional forgone amount to utilize that amount in subsequent years; and,
WHEREAS, On September 5, 2023, the Post Falls City Council adopted Resolution No. 23-05, to reserve $116,497 pf lots current year's allowable increase into the City's foregone balance for use in subsequent years; and,
WHEREAS, the Kootenai County Assessor made an error regarding the value of annexations during the fiscal year beginning October 1, 2022, that increased the revenues available to the City for appropriation for fiscal year 2024 by approximately $19,0999; and,
WHEREAS, the City desires to correct the amount of its allowable increase that it is reserving into the City's foregone balance to account for the funds mistakenly omitted by the Kootenai County Treasurer; and,
WHEREAS, the City has met the notice and hearing requirements in Idaho Code 63-802(1)(f) to correct the error and adopt this Resolution to reserve the current year's correct increase in the foregone amount; and,
WHEREAS, the City intends to reserve *$135,596* of its current year's increase in allowable foregone amount.
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF POST FALLS, IDAHO, that $135,596 of the current year's allowable increase in its foregone amount is reserved and included in the City's total foregone balance for potential use in subsequent years.

Motion by Thoreson to approve Resolution FY2024 Foregone Tax Reserve and to direct the clerk to assign the appropriate number.
Second by Borders.
Vote: Thoreson-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye
Motion Carried

4. NEW BUSINESS

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

ACTION ITEMS:
None

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.

None

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.

None

8. EXECUTIVE SESSION

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

ACTION ITEMS:
None

RETURN TO REGULAR SESSION

ADJOURNMENT
9:09 AM

____
Ronald G. Jacobson, Mayor

____
Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson
Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

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

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CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Minutes - September 27, 2023 Special City Council Meeting

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ITEM AND RECOMMENDED ACTION:
N/A

DISCUSSION:
N/A

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. City Council 09272023 Minutes

CITY OF POST FALLS

CITY COUNCIL MEETING MINUTES	September 27, 2023 9:00 AM

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

REGULAR MEETING – 9:00 am City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Borders (In Person), Malloy (Via Zoom), Josh Walker (Via Zoom), Shove (Via Zoom) - **Present**
Thoreson - **Excused**
Ziegler - **Absent**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

None

2. PUBLIC HEARINGS

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

ACTION ITEMS:

a. FY 2024 Budget Hearing

Public Hearing opened at 9:01 am.

Staff Report
Jason Faulkner, Finance Director presenting: Today is the hearing for the budget itself. there is no changes to the budget from the hearing we had on the 5th. The budget amount is still $145,455,167. The property tax amount is still the same at $15,302,447. Yeasterday was just to capture the amount into foregone from the County's estimate.

Testimony
In Favor: None
Neutral: None
In Opposition: None

Public Hearing closed at 9:02 am.

Discussion
Malloy: Just replacing it with accurate numbers, pretty simple.

Motion by Borders to approve the FY 2024 Budget.
Second by Malloy.
Vote: Borders-Aye, Shove-(connection was dropped), Walker - Aye.

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

a. Ordinance - Superseding FY2024 Budget

This was not needed.

4. NEW BUSINESS

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ACTION ITEMS:
None

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ACTION ITEMS:
None

RETURN TO REGULAR SESSION

ADJOURNMENT
9:04 PM

____
Ronald G. Jacobson, Mayor

____
Shannon Howard, City Clerk

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CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables September 12, 2023 - October 9, 2023

ITEM AND RECOMMENDED ACTION:
Check Run 10.4.23

DISCUSSION:
Check Run

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
1,584,438.65

BUDGET CODE:
Various

ATTACHMENTS:
1. Post Falls Check Approval 10.18.23
2. Hand Checks 10.18.23
3. Post Falls Check Approval 10.4.23
4. Hand Checks 10.4.23

Packet: APPKT11593 - Check Run 10.18.23 **Check Date: 10/10/2023**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14869	McCarthy Capital, Inc				
APMWB	Check	BOND RELEASE - E	BOND RELEASE - BRITTON PLACE	001-22115	32,502.84
				Balance Sheet Accounts Total:	**32,502.84**
Dept: 411 Mayor & Council					
A510	AIC - Association of Id Cities				
APMWB	Check	11935	Association of Idaho Cities FY24 Dues	001-411.0000.62060	17,677.60
J070	Jobs Plus				
APMWB	Check	231004	CDA EDC Jobs Plus FY24 Dues	001-411.0000.62360	25,000.00
K154	Kootenai MPO				
APMWB	Check	365	KMPO FY24 Dues	001-411.0000.62060	8,681.00
				Dept 411 Total:	**51,358.60**
Dept: 412 Information Systems					
VEN14875	Cleverbridge, Inc.				
APMWB	Check	BKD-73646482951	Lansweeper annual renewal and upgrade to	001-412.0000.66014	2,372.30
VEN14393	Firstline Communications, Inc				
APMWB	Check	178824	Annual partnership agreement	001-412.0000.66070	6,885.00
				Dept 412 Total:	**9,257.30**
Dept: 413 General Services					
P2420	Post Falls Chamber				
APMWB	Check	68189	Shelly and Bob Breakfast with Legislators Ch	001-413.0000.63810	35.00
				Dept 413 Total:	**35.00**
Dept: 414 Finance					
B091	BDS				
APMWB	Check	90699	Utility Billing	001-414.1445.62170	5,756.36
				001-414.1445.62190	3,868.62
C239	CMRS-FP				
APMWB	Check	00	Postage for Postage Machine	001-414.0000.63070	2,000.00
I150	Idaho State Tax Commission				
APMWB	Check	L0639899584	Period end 3/31/2023	001-414.0000.62020	1,204.56
				Dept 414 Total:	**12,829.54**
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000014864	Printing of ordinance 1495	001-415.0000.62000	334.48
		0000013977	Printing of Ordinance 1493	001-415.0000.62000	199.73
		0000014820	Printing ordinance 1494	001-415.0000.62000	73.45
				Dept 415 Total:	**607.66**
Dept: 421 Police					
VEN14145	Charter Communications				
APMWB	Check	0337140092023 092	PD Internet	001-421.0000.65030	159.98
C210	City of Post Falls				
APMWB	Check	INV0146729	City Utilities September 2023	001-421.0000.65004	1,423.04
VEN14872	Dave Smith Motors Inc				
APMWB	Check	7916157	Unmaked polic vehicle	001-421.0000.90020	40,553.00
V040	ODP Business Solutions				
APMWB	Check	333300136001	Office Supplies- Police	001-421.0000.63060	92.38
		334200074001		001-421.0000.63060	375.54

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	333300136001	Office Supplies- Police	001-421.0000.63060	19.40
		334200074001		001-421.0000.63060	6.79
		333300136001		001-421.0000.63060	9.11
		333302173001		001-421.0000.63060	131.97
		333300136001		001-421.0000.63060	7.62
				001-421.0000.66042	146.10
B19740	The Blind Guy				
APMWB	Check	171050	Window Blinds at Substation	001-421.0000.68010	3,420.00
VEN03255	Ziply Fiber				
APMWB	Check	2087733518 06200	PD Phones	001-421.0000.65030	286.69
		2087777569 07142	PD Wifi	001-421.0000.65030	87.60
				Dept 421 Total:	**46,719.22**
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-424.0000.64030	145.88
I115	Idaho Prosecuting Attys. Assoc				
APMWB	Check	10012023	IPAA Dues	001-424.0000.62060	1,800.00
				Dept 424 Total:	**1,945.88**
Dept: 431 Streets					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	233311	2023 Chip Seal Project	001-431.0000.68110	5,293.30
VEN05261	CDA PAVING				
APMWB	Check	70913	Ecology Blocks	001-431.0000.68010	3,855.00
C210	City of Post Falls				
APMWB	Check	INV0146729	City Utilities September 2023	001-431.0000.65004	1,485.67
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-431.0000.64030	7,503.40
VEN05260	ENVIROTECH SERVICES				
APMWB	Check	CD202322129	Ice Slicer	001-431.0000.68080	1,647.06
		CD202322114		001-431.0000.68080	1,631.54
		CD202322126		001-431.0000.68080	1,429.78
		CD202322113		001-431.0000.68080	1,616.02
		CD202322112		001-431.0000.68080	1,590.80
		CD202322118		001-431.0000.68080	1,552.00
		CD202322122		001-431.0000.68080	1,553.94
		CD202322120		001-431.0000.68080	1,573.34
		CD202322121		001-431.0000.68080	1,581.10
		CD202322117		001-431.0000.68080	1,542.30
		CD202322128		001-431.0000.68080	1,794.50
		CD202322125		001-431.0000.68080	2,289.20
		CD202322115		001-431.0000.68080	2,298.90
		CD202322127		001-431.0000.68080	1,505.44
		CD202322123		001-431.0000.68080	2,370.68
		CD202322119		001-431.0000.68080	2,345.46
		CD202322130		001-431.0000.68080	2,686.90
		CD202322116		001-431.0000.68080	1,505.44
		CD202322124		001-431.0000.68080	2,298.90
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-554779	2023 Durapatcher Oil CRS-2WA	001-431.0000.68110	195.00
		4-554411	2023 Durapatcher Oil Contract	001-431.0000.68110	539.50
N001	Napa Auto Parts				
APMWB	Check	3688-225399	Shop Towels	001-431.0000.63000	-43.80
V040	ODP Business Solutions				
APMWB	Check	336447135001	Office Supplies- Streets	001-431.0000.63060	15.40
VEN09866	Rebuilding and Hardfacing Inc				
APMWB	Check	69176	50 snow plow blades 6 curb gaurds	001-431.0000.63525	8,800.00
R251	Serights Ace Hardware				
APMWB	Check	347623/1	Tarps	001-431.0000.63000	66.58
		347644/1	Propane	001-431.0000.68090	17.88

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	347608/1	Pipe Insulation-Propane	001-431.0000.68150	21.01
VEN02035	Staples, Inc				
APMWB	Check	35489992093	Office Supplies-Streets	001-431.0000.63060	66.49
T090	Thorco, Inc.				
APMWB	Check	1795113	Light bulb change - Baugh/Pointe	001-431.0000.68140	541.50
T118	TPI Embroidery				
APMWB	Check	10532	Uniform item - Brian Culbertson	001-431.4000.72000	74.00
VEN14310	US Fleet Tracking LLC				
APMWB	Check	453564	Monthly fleet tracking	001-431.0000.66016	539.10
Z026	Ziegler Lumber Co #017				
APMWB	Check	558911	Joint Filler & Spray Lubricant	001-431.0000.68150	63.76
				Dept 431 Total:	**63,847.09**

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-0033622	Fuel Usage September 2023	001-432.0000.64030	26.47
				Dept 432 Total:	**26.47**

Dept: 433 Facility Maintenance

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-433.0000.64030	199.87
P310	Platt Electric Supply				
APMWB	Check	4z44478	light bulbs	001-433.0000.63720	265.43
P217	Porter W Yett Company, Inc.				
APMWB	Check	23594-1	Cold Milling - City Hall Parking Lot	001-433.0000.95015	5,500.00
S0760	Seltice Laundry				
APMWB	Check	834	laundry service	001-433.0000.63160	29.11
		2371		001-433.0000.63160	31.28
		823		001-433.0000.63160	31.60
		2384		001-433.0000.63160	32.01
		2373		001-433.0000.63160	45.32
		827		001-433.0000.63160	32.85
		2354		001-433.0000.63160	28.27
		2365		001-433.0000.63160	35.76
		2388		001-433.0000.63160	39.92
		825		001-433.0000.63160	40.39
		2363		001-433.0000.63160	24.55
		2364		001-433.0000.63160	40.59
		828		001-433.0000.63160	28.69
R251	Serights Ace Hardware				
APMWB	Check	347144/1	cleaning supplies	001-433.0000.63150	12.58
				Dept 433 Total:	**6,418.22**

Dept: 434 Fleet Maintenance

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN07171	208Tools				
APMWB	Check	10042393523	Ball Peen Hammer	001-434.0000.67090	161.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4168697777	Laundry & Rug Service	001-434.0000.63160	79.76
		4169399398		001-434.0000.63160	79.76
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-434.0000.64030	174.07
C3818	Cooper Fabrication, Inc.				
APMWB	Check	26493	Clevis Rod for Plows	001-434.0000.63011	777.06
N001	Napa Auto Parts				
APMWB	Check	3688-256535	FIlter stock	001-434.0000.63011	94.42
		3688-256500	Headlamps - S001	001-434.0000.63011	20.71
		3688-257650	De-Icer washer fluid	001-434.0000.63011	91.90
		3688-258259	Backup Camera - S210	001-434.0000.63011	398.98
		3688-184388	Shop Towels	001-434.0000.63011	43.80
		3688-257847	Air Filter - S220	001-434.0000.63011	124.25
		3688-257698	Filters - fleet stock	001-434.0000.63011	30.88

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-186825	Filter - Fleet Stock	001-434.0000.63011	44.17
		3688-256869	Gas filler neck hose - S127	001-434.0000.63011	53.20
		3688-256867	Gas Hose - S127	001-434.0000.63011	37.10
		3688-187492	LED Lamp - S555	001-434.0000.63011	85.48
		3688-256535	FIlter stock	001-434.0000.63012	94.40
		3688-187387	55 gal barrel 15W40	001-434.0000.63012	1,827.76
		3688-257650	De-Icer washer fluid	001-434.0000.63012	90.50
		3688-256766	ABS Sensor - P128	001-434.0000.63012	154.08
		3688-184388	Shop Towels	001-434.0000.63012	43.80
		3688-256563	Shocks - P128	001-434.0000.63012	106.82
		3688-257698	Filters - fleet stock	001-434.0000.63012	30.88
		3688-186702	Headlight bulb - UF102	001-434.0000.63012	20.84
		3688-186767	Air Filter - P114	001-434.0000.63012	8.25
		3688-186825	Filter - Fleet Stock	001-434.0000.63012	44.10
		3688-186754	Oil Filter - P114	001-434.0000.63012	4.44
		3688-256535	FIlter stock	001-434.0000.63013	94.40
		3688-257650	De-Icer washer fluid	001-434.0000.63013	90.00
		3688-184388	Shop Towels	001-434.0000.63013	43.80
		3688-257698	Filters - fleet stock	001-434.0000.63013	30.88
		3688-186825	Filter - Fleet Stock	001-434.0000.63013	44.00
		3688-257651	Battery Charger	001-434.0000.67020	440.00
		3688-257648	Tool Box	001-434.0000.67020	1,224.61
		3688-185919	Barrel Pump	001-434.0000.67020	88.69
		3688-185920	Barrel Pump	001-434.0000.67020	266.07
R060	Ragan Equipment Co.				
APMWB	Check	01-134356	Steering Lever - Parks SnowBlower	001-434.0000.63013	42.64
R251	Serights Ace Hardware				
APMWB	Check	347687/1	Nails Bolts Nuts	001-434.0000.63011	3.30
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P273303	Airbrake tubing - R209	001-434.0000.63012	104.00
		027P273343	Harness & Splice kit - R209	001-434.0000.63012	34.35
				Dept 434 Total:	**7,229.15**
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-441.0000.64030	629.19
C3818	Cooper Fabrication, Inc.				
APMWB	Check	26489	Tree Sign Posts	001-441.0000.62040	1,434.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	17610	Safety Vests	001-441.0000.63110	109.20
				Dept 441 Total:	**2,172.39**
Dept: 442 Cemetery					
VEN14799	Arvig Media				
APMWB	Check	92536	Ad	001-442.0000.62040	110.18
VEN14866	CDN Fence Company LLC				
APMWB	Check	509662	Fencing for the Cemetery	001-442.0000.93140	51,966.00
C210	City of Post Falls				
APMWB	Check	INV0146729	City Utilities September 2023	001-442.0000.65004	6,040.28
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-246031	Grease Gun Battery Powered	001-442.0000.67090	288.00
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-442.0000.64030	502.38
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	INV0146732	Sept Memorials	001-442.0000.63760	1,765.00
VEN05363	North 40 Outfitters				
APMWB	Check	044175/E	DRILL	001-442.0000.67090	159.99
P27001	Pineview Horticultural Service				
APMWB	Check	27936	grass seed	001-442.0000.68180	140.00
R251	Serights Ace Hardware				
APMWB	Check	347715/1	quikcrete	001-442.0000.68170	74.10

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	347679/1	Irrigation	001-442.0000.68230	28.36
Z026	Ziegler Lumber Co #017				
APMWB	Check	2789345	Plywood screws	001-442.0000.68160	412.22
				Dept 442 Total:	61,486.51
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003023593	Acetylene	001-443.0000.64030	8.79
A365	American On-Site Services				
APMWB	Check	530334	Tennis Court Portable Restroom	001-443.0000.65050	105.00
		530343	Warren Portable Restroom	001-443.0000.65050	105.00
		530342	Upper Corbin Portable	001-443.0000.65050	105.00
		530331	Community Garden Portable	001-443.0000.65050	105.00
		530327	4th St. Trailhead Portable Restroom	001-443.0000.65050	105.00
		530320	Skate Park Portable Restroom	001-443.0000.65050	105.00
		530317	Hilde Kellogg Portable Restroom	001-443.0000.65050	105.00
		530321	White Pine Portable Restroom	001-443.0000.65050	93.00
		530322	Crown Pointe Portable Restroom	001-443.0000.65050	78.00
		530316	Q'emiln Portable Restrooms	001-443.0000.65050	240.00
		530318	Corbin Portable Restroom	001-443.0000.65050	78.00
		530319	Black Bay Portable Restroom	001-443.0000.65050	78.00
C210	City of Post Falls				
APMWB	Check	INV0146729	City Utilities September 2023	001-443.0000.65004	21,871.43
				001-443.0000.68230	2,952.01
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-246576	Power Tool Battery	001-443.0000.67090	150.00
		2-246575		001-443.0000.67090	209.00
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-443.0000.64030	4,175.01
C3818	Cooper Fabrication, Inc.				
APMWB	Check	26489	Tree Sign Posts	001-443.0000.63260	8,000.00
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transfe	12196	Repair Lock on Shop Door	001-443.0000.62180	334.95
		12176	Repair Shop Lock	001-443.0000.62180	100.00
		12168	Padlocks for Parks	001-443.0000.67030	430.80
VEN14867	CW Signs				
APMWB	Check	1047	Boat Launch Signs	001-443.0000.63260	169.98
H1957	Horizon				
APMWB	Electronic Funds Transfe	2S199005	Base Station for Black Bay Irrigation	001-443.0000.68230	4,085.40
VEN02996	Idaho Department of Environmental Quality				
APMWB	Check	CI4283	Water Quality Fee	001-443.1658.62330	25.00
L109	Lowe's Credit Services				
APMWB	Check	89308	Extension Cord for Shop	001-443.0000.67090	169.54
		17647	Unibit Step Bit	001-443.0000.67090	56.99
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5670	Cemetery Streetscape	001-443.0000.62040	8,172.93
N001	Napa Auto Parts				
APMWB	Check	3688-257924	Brake Cleaner	001-443.0000.63150	40.18
		224375	Battery for small equipment	001-443.0000.66190	9.00
VEN05363	North 40 Outfitters				
APMWB	Check	044292/E	Anitfreeze for Winterization	001-443.0000.67090	199.99
		044244/E	Orchard Ladder	001-443.0000.67090	429.99
VEN14065	North Idaho Pest				
APMWB	Check	2023-006	Pest Control In All Parks	001-443.0000.68215	2,031.25
O040	Overhead Door Company				
APMWB	Check	542004	Repair Garage Door	001-443.0000.62180	1,084.50
P310	Platt Electric Supply				
APMWB	Check	4L75723	Bulbs for Shop	001-443.0000.67030	166.66
R1691	River City Paint & Decorating				
APMWB	Check	54633	Paint for Shop	001-443.0000.68160	90.25
R251	Serights Ace Hardware				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	347782/1	Propane for Parks	001-443.0000.64030	43.18
		347495/1	Storage box and scoop for shop	001-443.0000.67030	21.22
		344906/1	Buckets for Market & Music	001-443.0000.67030	60.36
		347447/1	Sand for Sandblasting Vandalism	001-443.0000.67050	17.79
		347621/1	Hose bib lock for Woodbridge	001-443.0000.68250	14.39
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	134427375-001	Red Sand, Turface & Clay for Ball Fields	001-443.0000.68170	3,610.00
		134430768-001		001-443.0000.68170	7,398.20
		1345088061-001	Fertilizer with pre-emergent	001-443.0000.68200	14,566.32
		134509292-001	Herbicides for turf and landscapes,	001-443.0000.68220	11,782.50
S460	Spray Center Electronics, Inc.				
APMWB	Check	1579	Spray tank with attachements	001-443.0000.90050	9,835.77
U040	United Electrical				
APMWB	Check	22336	Sign Installation for Black Bay Depot	001-443.0000.94180	4,500.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	556371	Ratchet Straps	001-443.0000.67090	23.99
		554200	Lumber for Shop	001-443.0000.68160	129.29
				Dept 443 Total:	**108,268.66**
Dept: 444 Parks - Construction					
VEN07624	BCR Land Service				
APMWB	Check	14615	East Lean-to foundation excavation & back fi	001-444.0000.94180	31,734.49
VEN05261	CDA PAVING				
APMWB	Check	89076	Asphalt dumping	001-444.0000.94180	50.00
E054	Evan Ferguson Concrete, Inc.				
APMWB	Check	1620	Slab & Rebar for East Lean-to	001-444.0000.94180	43,872.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	556374	Lumber for Lean-to	001-444.0000.94180	470.90
				Dept 444 Total:	**76,127.39**
Dept: 445 Recreation					
A365	American On-Site Services				
APMWB	Check	530336	Porta Potty for Soccer	001-445.0000.65050	46.80
C3818	Cooper Fabrication, Inc.				
APMWB	Check	26522	Black Bay Depot Sign	001-445.0000.90050	5,534.60
VEN05955	Darrell Hull				
APMWB	Check	09.01.23	Contracted Services	001-445.0000.62040	1,176.00
VEN07749	Lake City Figure Skating				
APMWB	Check	10.05.23	Payment for Contractual Services	001-445.0000.62040	504.00
V040	ODP Business Solutions				
APMWB	Check	336448490001	Office supplies- Recreation	001-445.0000.63060	12.99
		336447135001	Office Supplies- Streets	001-445.0000.63060	271.97
P4835	ProPrint				
APMWB	Check	64031	Business Cards	001-445.0000.62080	31.00
VEN09501	Yoke's Foods Inc				
APMWB	Check	08.04.23	Cups for Triathlon	001-445.0000.63080	23.94
				Dept 445 Total:	**7,601.30**
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	Inv # 14456-092020	Inv # 14456-09202023	001-451.0000.62000	368.32
		Inv # 14468-092020	Inv # 14468-09202023	001-451.0000.62000	332.73
		Inv # 14818-092820	Inv # 14818-09282023	001-451.0000.62000	65.75
		INV #14814-092820	Inv # 14814-09282023	001-451.0000.62000	236.69
		Inv #14495-092020	Inv #14495-09202023	001-451.0000.62000	47.27
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR298070	Contract Charges for G736M660937	001-451.1901.66140	2.79
		AR298069	Contract Charges for V9735700465	001-451.1901.66140	8.38
				Dept 451 Total:	**1,061.93**

Dept: 452 Building Inspector

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
B091	BDS				
APMWB	Check	90699	Utility Billing	001-452.0000.62040	50.00
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-452.0000.64030	523.33
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfe	AR298070	Contract Charges for G736M660937	001-452.1901.66140	2.79
		AR298069	Contract Charges for V9735700465	001-452.1901.66140	8.37
				Dept 452 Total:	**584.49**
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	001-453.0000.64030	891.65
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfe	AR298070	Contract Charges for G736M660937	001-453.1901.66140	2.78
		AR298069	Contract Charges for V9735700465	001-453.1901.66140	8.37
P4835	ProPrint				
APMWB	Check	Inv #62655	Inv #62655	001-453.0000.63060	31.00
		Inv #60824	Inv #60824	001-453.0000.63060	29.00
				Dept 453 Total:	**962.80**
Dept: 454 Community Development Admin					
VEN14865	Placer Labs, Inc.				
APMWB	Electronic Funds Transfe	12.1228	RESEARCH DATA SERVICES	001-454.0000.66016	25,000.00
P2420	Post Falls Chamber				
APMWB	Check	68189	Shelly and Bob Breakfast with Legislators Ch	001-454.0000.64010	35.00
				Dept 454 Total:	**25,035.00**
Dept: 481 Capital Improvements/Contracts					
A281	Allied Fire & Security				
APMWB	Check	1399873	CH fire alarm monitoring 10/01/2023 to 12/3	001-481.0000.68390	186.21
VEN12372	Bernardo/Wills Architects, PC				
APMWB	Check	23970	City Hall Remodel Bernardo Invoice Sept. 20	001-481.0000.62040	5,618.75
		23936	City Hall Remodel Bernardo Invoice August 2	001-481.0000.62040	2,517.50
C210	City of Post Falls				
APMWB	Check	INV0146729	City Utilities September 2023	001-481.0000.68390	1,161.17
W090	Welch Comer & Associates, Inc.				
APMWB	Check	Inv #41354100-012	Inv #41354100-012 Water Tower Parking Lo	001-481.0000.95015	5,012.00
				Dept 481 Total:	**14,495.63**
				Fund 001 Total:	**530,573.07**
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00118581	Sept employee awards	003-482.0000.73020	43.46
				Dept 482 Total:	**43.46**
				Fund 003 Total:	**43.46**
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
T0030	T-Mobile USA				
APMWB	Check	986172479 092123	PD Mobile devices	007-425.0000.67020	2,632.13
				Dept 425 Total:	**2,632.13**
				Fund 007 Total:	**2,632.13**
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
D053	Day Management Corporation				
APMWB	Check	INV794859	Wireless connection from City Hall to Blosso	008-426.0000.91590	34,555.22

				Dept 426 Total:	**34,555.22**
				Fund 008 Total:	**34,555.22**

Packet: APPKT11593 - Check Run 10.18.23 **Check Date: 10/10/2023**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
S050	Saturday Night Inc.				
APMWB	Check	INV0146685	T-shirts for Shoes & Brews	023-446.1664.63000	2,244.70
VEN09501	Yoke's Foods Inc				
APMWB	Check	10.06.23	Shoes & Brews supplies	023-446.1601.63000	228.46
				Dept 446 Total:	**2,473.16**
				Fund 023 Total:	**2,473.16**
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transfe	10062023	Impact Fees for September 2023	034-428.0000.33117	-140.00
				034-428.0000.62040	3,646.50
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transfe	10062023	Impact Fees for August 2023	034-428.0000.33117	-280.00
				034-428.0000.62040	32,087.00
				Dept 428 Total:	**35,313.50**
				Fund 034 Total:	**35,313.50**
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfe	Inv #0165898 TMP	Inv #0165898 TMP	037-431.0000.80290	47,995.00
				Dept 431 Total:	**47,995.00**
				Fund 037 Total:	**47,995.00**
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5567	Phase 1 Tullamore Sports Complex	038-443.0000.94165	8,195.25
				Dept 443 Total:	**8,195.25**
				Fund 038 Total:	**8,195.25**
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003023670	High Pressure Rental	650-463.0000.68025	8.79
A424	Anatek Labs, Inc.				
APMWB	Check	2318683	Surface Water	650-463.0000.68360	612.00
		2318682		650-463.0000.68360	612.00
		2318550	ALK Compliance	650-463.0000.68360	786.00
		2318681	Surface Water	650-463.0000.68360	612.00
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfe	210756-20	Community Forest Service Fees	650-463.0000.62040	2,495.00
VEN03129	Barr Tech LLC				
APMWB	Check	9154	Bio Solids Disposal September 2023	650-463.0000.62150	39,898.83
VEN14648	Beveridge and Diamond PC				
APMWB	Check	230900370	June 2023 IPDES Legal Services	650-463.0000.62010	26,216.00
		230900368	May 2023 IPDES Legal Services	650-463.0000.62010	25,877.00
C210	City of Post Falls				
APMWB	Check	INV0146729	City Utilities September 2023	650-463.0000.65080	133.58
C291	Coeur d' Alene Press				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	0000014734-09262(	Ad#14734 for Wastewater Truck	650-463.0000.62000	81.15
C2960	COGZ Systems, LLC				
APMWB	Check	S017508	COGZ Maintenance Software Updates 10/23	650-463.0000.66012	300.00
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	650-463.0000.65005	486.69
VEN03982	Dally Environmental LLC				
APMWB	Check	2732	Avista Contract No. R-39492 Stakeholder 6/2	650-463.0000.62040	413.25
H030	Hach Company				
APMWB	Check	13739176	DO probe	650-463.0000.68025	3,024.00
N001	Napa Auto Parts				
APMWB	Check	3688-188336	Filter - T302	650-463.0000.67170	62.76
		3688-188714	Battery Cable Connector - T110	650-463.0000.67170	33.99
		3688-258012	General Maintenance	650-463.0000.68025	62.62
		3688-182045	Hydraulic Filter	650-463.0000.68025	6.28
VEN13183	National Association of Clean Water Agencies				
APMWB	Check	78911	2023 NACWA Dues	650-463.0000.62060	800.00
N040	NCL of Wisconsin, Inc.				
APMWB	Check	493100	Lab Supplies	650-463.0000.63400	1,217.62
VEN04172	Northwest Scientific, Inc.				
APMWB	Check	5172270	Electrode Storage Solution,	650-463.0000.63400	106.16
		5172268	Orion AquaPro Rugged Bulb	650-463.0000.63400	441.68
		5172284	Phosphorus Test 'N Tube, Prepared Agar Pla	650-463.0000.63400	952.27
V040	ODP Business Solutions				
APMWB	Check	334701192001	Office Supplies- Water/WW	650-463.0000.63060	29.99
		334703479001		650-463.0000.63060	16.49
		334701192001		650-463.0000.63060	775.13
VEN14559	One Call Concepts, Inc				
APMWB	Check	3095023	WRF & Water Locates	650-463.0000.62320	357.08
P180	Perfection Tire				
APMWB	Check	1062945	Full Service Oil Change Truck T104	650-463.0000.67170	61.09
R251	Serights Ace Hardware				
APMWB	Check	347446/1	Hydrogen Peroxide, Super Glue	650-463.0000.63400	8.27
		347579/1	QUICK LINK 3/16" SS	650-463.0000.68025	13.66
		347389/1	WWTP Shop Supplies	650-463.0000.68025	73.64
		347540/1	VINYL TUBING, HOSE UTILITY 1/2IDX3/4O	650-463.0000.68025	4.30
S140	Sherwin Williams				
APMWB	Check	4117-6	Gray Paint - Don't pay tax	650-463.0000.68025	134.02
VEN13836	Thermal-King Inc				
APMWB	Check	10001499	HVAC - Wall Unit #2 Not Temping- Cleaned (	650-463.0000.68010	183.78
		10001498	HVAC - Wall Unit #1 Not Temping	650-463.0000.68010	183.78
		10001500	HVAC Unit #3 - Not Temping - Cleaned Coils	650-463.0000.68010	244.28
VEN11958	Ultra-Lawn, LLC				
APMWB	Check	93188	July 2023 - Inverness and Chisholm Lawn M	650-463.0000.62180	153.00
		94255	Aug 2023 -Inverness and Chisholm Lawn Mc	650-463.0000.62180	153.00
U145	USABlue Book				
APMWB	Check	INV00129279	Glass Fiber Filter	650-463.0000.63400	191.15
VEN13163	Wapiti Consulting, LLC				
APMWB	Check	413	Plant Drain Pump - VFD Parameter Configur	650-463.0000.62040	300.00
				Dept 463 Total:	**108,122.33**

Dept: 466 Wastewater - Collections

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93441	Generator Block Heater Hoses	650-466.0000.63006	155.36
C210	City of Post Falls				
APMWB	Check	INV0146729	City Utilities September 2023	650-466.0000.65080	115.05
				650-466.0000.65081	1,924.46
C2960	COGZ Systems, LLC				
APMWB	Check	S017508	COGZ Maintenance Software Updates 10/23	650-466.0000.66012	300.00
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	650-466.0000.65005	1,787.58
C3090	Columbia Electric Supply				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	1120-1014076	wetwell transducers	650-466.0000.63006	2,982.39
N001	Napa Auto Parts				
APMWB	Check	3688-188703	Bulk Bonded Bat Cable	650-466.0000.67170	338.00
		3688-188702	Flush-Mount Manual Reset Circuit Breaker T	650-466.0000.67170	96.44
		3688-188783	Battery Cable Lug Truck T110	650-466.0000.67170	18.55
VEN13448	SmartCover Systems				
APMWB	Check	27444	smart cover for 3rd ave basin	650-466.0000.90010	5,316.00
				Dept 466 Total:	**13,033.83**
Dept: 468 Wastewater - Surface Water					
C210	City of Post Falls				
APMWB	Check	INV0146729	City Utilities September 2023	650-468.0000.65080	227.67
				650-468.0000.65081	21,313.95
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	650-468.0000.65005	702.08
N001	Napa Auto Parts				
APMWB	Check	3688-237254	Tire Repair Kit, 6" LED LIght	650-468.0000.68380	66.09
R251	Serights Ace Hardware				
APMWB	Check	347505/1	GORILLA TAPE /ADAPTR SCH40	650-468.0000.68380	28.04
				Dept 468 Total:	**22,337.83**
				Fund 650 Total:	**143,493.99**
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	233411	Tertiary Upgrade Allwest September 2023	651-463.3213.90015	316.50
VEN14741	Midland Electric, Inc				
APMWB	Check	2304-2	Tertiary Harmonic Filter Replacement Pay A|	651-463.3213.90015	96,834.96
P050	Panhandle Area Council				
APMWB	Check	41-PFLM	Tertiary Upgrade PAC Invoice Sept. 2023	651-463.3213.90015	1,871.00
				Dept 463 Total:	**99,022.46**
				Fund 651 Total:	**99,022.46**
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14614	Strider Construction Co, Inc				
APMWB	Electronic Funds Transfe	Ponderosa LS Invoi	Ponderosa Strider Pay App 13	652-463.3214.95520	181,040.99
		Bentley Pay App #2	Bentley LS Strider Pay App #2	652-463.3230.95520	123,966.65
				Dept 463 Total:	**305,007.64**
				Fund 652 Total:	**305,007.64**
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	37387	Wood Waste	700-461.0000.65050	940.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2147850	Dumpsters	700-461.0000.65050	475.73
K100	Kootenai County Solid Waste				
APMWB	Check	08-68017	General Waste	700-461.0000.65050	30.55
				Dept 461 Total:	**1,446.28**
				Fund 700 Total:	**1,446.28**
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
VEN14124	Badger Meter, Inc.				
APMWB	Check	80139351	Beacon Hosting Service 9/2023	750-462.0000.66012	50.16
C210	City of Post Falls				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	INV0146729	City Utilities September 2023	750-462.0000.65004	887.60
C220	Coleman Oil Co				
APMWB	Check	CP-0033622	Fuel Usage September 2023	750-462.0000.64030	1,364.48
C3814	Co-op Supply. INC.				
APMWB	Check	321225	ISO Alcohol - Sample Supplies	750-462.0000.63280	131.96
H215	Core & Main LP				
APMWB	Check	T623814	Meter Gasket	750-462.0000.63280	54.00
		T618027	V-Box Risers	750-462.0000.63280	1,151.23
G098	Grainger				
APMWB	Check	9859748999	STORAGE TANK	750-462.0000.63280	229.61
H003	H.D. Fowler Company				
APMWB	Check	I6525485	2-1/2" CURB BOX REPAIR LID	750-462.0000.63280	221.40
		I6525486	Tapping Sleeve, Wedge Gate & Concrete Me	750-462.0000.63280	7,176.68
VEN02996	Idaho Department of Environmental Quality				
APMWB	Check	CI4282	2023 Water System DEQ Agency Invoice	750-462.0000.62350	20,907.00
VEN09639	McHugh Bromley PLLC				
APMWB	Check	#1000 3736	September Water Rights Legal Support	750-462.0000.62010	27.50
N001	Napa Auto Parts				
APMWB	Check	3688-197400	Starting Fluid	750-462.0000.63280	6.80
		3688-192253	Cleaner, Fuse Holder, Battery Charger	750-462.0000.63280	76.45
		172705	Socket Set, Wipers and Oil	750-462.0000.63280	205.31
		3688-160752	14" Ratchet, Socket Set	750-462.0000.63280	94.63
		3688-208926	Wiper Blade, Butt Connector	750-462.0000.63280	25.81
		198720	Battery	750-462.0000.67170	109.35
		3688-257041	Wiper Blade Truck 116	750-462.0000.67170	23.90
V040	ODP Business Solutions				
APMWB	Check	334652888001	Office Supplies- Water	750-462.0000.63060	89.50
		334701192001	Office Supplies- Water/WW	750-462.0000.63060	127.33
		334652888001	Office Supplies- Water	750-462.0000.63060	69.54
		334701192001	Office Supplies- Water/WW	750-462.0000.63060	98.07
		334652888001	Office Supplies- Water	750-462.0000.63060	9.12
VEN14559	One Call Concepts, Inc				
APMWB	Check	3095023	WRF & Water Locates	750-462.0000.62320	357.07
T118	TPI Embroidery				
APMWB	Check	10534	Uniform Expense - Josh B	750-462.4000.72000	178.21
W180	Western States Equipment				
APMWB	Check	IN002546155	1' Bucket for Mini X	750-462.0000.66111	1,005.46
		IN002555059	Caterpillar ATS 600 AMP	750-462.0000.95545	9,377.00
				Dept 462 Total:	**44,055.17**
				Fund 750 Total:	**44,055.17**

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
T005	TML Construction, Inc.				
APMWB	Check	Well House 11 Pay A	Well House 11 TML Pay App 8	753-462.3224.95550	86,008.25
				Dept 462 Total:	**86,008.25**
				Fund 753 Total:	**86,008.25**
				Report Total:	**1,340,814.58**

Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	32,502.84
	001-411.0000.62060	26,358.60
	001-411.0000.62360	25,000.00
	001-412.0000.66014	2,372.30
	001-412.0000.66070	6,885.00
	001-413.0000.63810	35.00
	001-414.0000.62020	1,204.56
	001-414.0000.63070	2,000.00
	001-414.1445.62170	5,756.36
	001-414.1445.62190	3,868.62
	001-415.0000.62000	607.66
	001-421.0000.63060	642.81
	001-421.0000.65004	1,423.04
	001-421.0000.65030	534.27
	001-421.0000.66042	146.10
	001-421.0000.68010	3,420.00
	001-421.0000.90020	40,553.00
	001-424.0000.62060	1,800.00
	001-424.0000.64030	145.88
	001-431.0000.63000	22.78
	001-431.0000.63060	81.89
	001-431.0000.63525	8,800.00
	001-431.0000.64030	7,503.40
	001-431.0000.65004	1,485.67
	001-431.0000.66016	539.10
	001-431.0000.68010	3,855.00
	001-431.0000.68080	34,813.30
	001-431.0000.68090	17.88
	001-431.0000.68110	6,027.80
	001-431.0000.68140	541.50
	001-431.0000.68150	84.77
	001-431.4000.72000	74.00
	001-432.0000.64030	26.47
	001-433.0000.63150	12.58
	001-433.0000.63160	440.34
	001-433.0000.63720	265.43
	001-433.0000.64030	199.87
	001-433.0000.95015	5,500.00
	001-434.0000.63011	1,805.25
	001-434.0000.63012	2,564.22
	001-434.0000.63013	345.72
	001-434.0000.63160	159.52
	001-434.0000.64030	174.07
	001-434.0000.67020	2,019.37
	001-434.0000.67090	161.00
	001-441.0000.62040	1,434.00
	001-441.0000.63110	109.20
	001-441.0000.64030	629.19
	001-442.0000.62040	110.18
	001-442.0000.63760	1,765.00
	001-442.0000.64030	502.38
	001-442.0000.65004	6,040.28
	001-442.0000.67090	447.99
	001-442.0000.68160	412.22
	001-442.0000.68170	74.10
	001-442.0000.68180	140.00

001-442.0000.68230		28.36
001-442.0000.93140		51,966.00
001-443.0000.62040		8,172.93
001-443.0000.62180		1,519.45
001-443.0000.63150		40.18
001-443.0000.63260		8,169.98
001-443.0000.64030		4,226.98
001-443.0000.65004		21,871.43
001-443.0000.65050		1,302.00
001-443.0000.66190		9.00
001-443.0000.67030		679.04
001-443.0000.67050		17.79
001-443.0000.67090		1,239.50
001-443.0000.68160		219.54
001-443.0000.68170		11,008.20
001-443.0000.68200		14,566.32
001-443.0000.68215		2,031.25
001-443.0000.68220		11,782.50
001-443.0000.68230		7,037.41
001-443.0000.68250		14.39
001-443.0000.90050		9,835.77
001-443.0000.94180		4,500.00
001-443.1658.62330		25.00
001-444.0000.94180		76,127.39
001-445.0000.62040		1,680.00
001-445.0000.62080		31.00
001-445.0000.63060		284.96
001-445.0000.63080		23.94
001-445.0000.65050		46.80
001-445.0000.90050		5,534.60
001-451.0000.62000		1,050.76
001-451.1901.66140		11.17
001-452.0000.62040		50.00
001-452.0000.64030		523.33
001-452.1901.66140		11.16
001-453.0000.63060		60.00
001-453.0000.64030		891.65
001-453.1901.66140		11.15
001-454.0000.64010		35.00
001-454.0000.66016		25,000.00
001-481.0000.62040		8,136.25
001-481.0000.68390		1,347.38
001-481.0000.95015		5,012.00
	Fund 001 Total:	**530,573.07**
003 - PERSONNEL BENEFIT POOL		
003-482.0000.73020		43.46
	Fund 003 Total:	**43.46**
007 - DRUG SEIZURE PROGRAM		
007-425.0000.67020		2,632.13
	Fund 007 Total:	**2,632.13**
008 - 911 SUPPORT		
008-426.0000.91590		34,555.22
	Fund 008 Total:	**34,555.22**
023 - SPECIAL EVENTS		
023-446.1601.63000		228.46
023-446.1664.63000		2,244.70
	Fund 023 Total:	**2,473.16**
034 - KOOTENAI FIRE/EMS IMPACT FEES		
034-428.0000.33117		-420.00
034-428.0000.62040		35,733.50
	Fund 034 Total:	**35,313.50**
037 - STREETS IMPACT FEES		
037-431.0000.80290		47,995.00
	Fund 037 Total:	**47,995.00**
038 - PARKS IMPACT FEES		
038-443.0000.94165		8,195.25

	Fund 038 Total:	**8,195.25**
650 - RECLAIMED WATER OPERATING		
650-463.0000.62000		81.15
650-463.0000.62010		52,093.00
650-463.0000.62040		3,208.25
650-463.0000.62060		800.00
650-463.0000.62150		39,898.83
650-463.0000.62180		306.00
650-463.0000.62320		357.08
650-463.0000.63060		821.61
650-463.0000.63400		2,917.15
650-463.0000.65005		486.69
650-463.0000.65080		133.58
650-463.0000.66012		300.00
650-463.0000.67170		157.84
650-463.0000.68010		611.84
650-463.0000.68025		3,327.31
650-463.0000.68360		2,622.00
650-466.0000.63006		3,137.75
650-466.0000.65005		1,787.58
650-466.0000.65080		115.05
650-466.0000.65081		1,924.46
650-466.0000.66012		300.00
650-466.0000.67170		452.99
650-466.0000.90010		5,316.00
650-468.0000.65005		702.08
650-468.0000.65080		227.67
650-468.0000.65081		21,313.95
650-468.0000.68380		94.13
	Fund 650 Total:	**143,493.99**
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015		99,022.46
	Fund 651 Total:	**99,022.46**
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3214.95520		181,040.99
652-463.3230.95520		123,966.65
	Fund 652 Total:	**305,007.64**
700 - SANITATION		
700-461.0000.65050		1,446.28
	Fund 700 Total:	**1,446.28**
750 - WATER OPERATING		
750-462.0000.62010		27.50
750-462.0000.62320		357.07
750-462.0000.62350		20,907.00
750-462.0000.63060		393.56
750-462.0000.63280		9,373.88
750-462.0000.64030		1,364.48
750-462.0000.65004		887.60
750-462.0000.66012		50.16
750-462.0000.66111		1,005.46
750-462.0000.67170		133.25
750-462.0000.95545		9,377.00
750-462.4000.72000		178.21
	Fund 750 Total:	**44,055.17**
753 - WATER CAPITAL		
753-462.3224.95550		86,008.25
	Fund 753 Total:	**86,008.25**
	Report Total:	**1,340,814.58**

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RU

10/6/2023	77.51	93972	AT&T Long Distance	Pay Before Due Date
10/6/2023	12.87	93973	AT&T Mobility	Pay Before Due Date
10/6/2023	541.52	93974	AT&T Mobility	Pay Before Due Date
10/6/2023	663.64	93975	AT&T Mobility	Pay Before Due Date
10/6/2023	1782.68	93976	AVISTA Utilities	Pay Before Due Date
10/6/2023	525.00	93977	East Greenacres Irrigation Shut Offs	Pay Before Due Date
10/6/2023	22831.88	93978	Idaho State Tax Commission	Pay Before Due Date
10/6/2023	299.00	93979	Kootenai County Solid Waste	Pay Before Due Date
10/6/2023	41770.98	93980	Kootenai Electric	Pay Before Due Date
10/6/2023	462.73	93982	Post Falls Food Bank	Pay Before Due Date
10/6/2023	501.32	93983	Ricoh USA Inc.	Pay Before Due Date
10/6/2023	300.00	93984	Ross Point Water Shut Offs	Pay Before Due Date
10/6/2023	139.98	93985	Spectrum	Pay Before Due Date
10/6/2023	278.91	93986	Spectrum	Pay Before Due Date
10/6/2023	339.96	93987	Spectrum	Pay Before Due Date
10/6/2023	64.99	93988	TDS	Pay Before Due Date
10/6/2023	800.20	93989	Verizon Wireless	Pay Before Due Date
10/6/2023	365.44	93990	Verizon Wireless	Pay Before Due Date
10/6/2023	240.06	93991	Verizon Wireless	Pay Before Due Date
10/6/2023	160.04	93992	Verizon Wireless	Pay Before Due Date
10/6/2023	460.38	93993	Verizon Wireless	Pay Before Due Date
10/6/2023	533.81	93994	Verizon Wireless	Pay Before Due Date
10/6/2023	240.06	93995	Verizon Wireless	Pay Before Due Date
10/6/2023	56.21	93996	Ziply Fiber	Pay Before Due Date
10/6/2023	84.98	93997	Ziply Fiber	Pay Before Due Date
10/6/2023	71.67	93998	Ziply Fiber	Pay Before Due Date
	73605.82			

IN 10.17.23
001-431.0000.65030
750-462.0000.65030
650-463.0000.65030
650-466.0000.56030
Various
750-462.3317.33610
001-22095, 700-22095
700-461.0000.65050
Various
001-22110
001-421.0000.66050
750-462.3317.33610
001-412.0000.65040
001-443.0000.65030
001-443.0000.65030
001-443.0000.65030
Various
001-443.0000.65030
001-424.0000.65030
001-452.0000.65030
Various
Various
001-453.0000.65030
001-481.0000.68390
001-445.0000.65030
650-463.0000.65030

Post Falls Check Approval

City of Post Falls

Packet: APPKT11482 - Check Run 10.4.23 **Check Date: 9/26/2023**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN11757	ANTHEM PACIFIC HOMES				
APMWB	Check	BOND RELEASE - 3	BOND RELEASE - 3882 N FOXTAIL	001-22115	2,000.00
VEN12718	VIKING CONSTRUCTION				
APMWB	Check	BOND RELEASE - 9	BOND RELEASE - 927 E. ALLENBY	001-22115	2,000.00
		BOND RELEASE - 1	BOND RELEASE - 1598 W. WOLLASTON	001-22115	2,000.00
		BOND RELEASE - 1	BOND RELEASE - 1579 N. WOLLASTON	001-22115	2,000.00
				Balance Sheet Accounts Total:	**8,000.00**
Dept: 411 Mayor & Council					
P050	Panhandle Area Council				
APMWB	Check	08182023	EDA Grant Coordination/writing 6/8/23 to 8/1	001-411.0000.63850	5,300.00
				Dept 411 Total:	**5,300.00**
Dept: 412 Information Systems					
C140	CDW Government Inc.				
APMWB	Electronic Funds Transfe	LZ44683	IP addressable PDU	001-412.0000.66030	1,411.94
		LV17374	Sever rails for Blossom rack	001-412.0000.66030	798.78
		LV17374a	UPS and mounting hardware for Blossom Mt	001-412.0000.66040	798.78
		LT01406		001-412.0000.66040	812.10
V040	ODP Business Solutions				
APMWB	Check	331323901001	Office Supplies-Finance	001-412.0000.63060	17.02
				Dept 412 Total:	**3,838.62**
Dept: 414 Finance					
B091	BDS				
APMWB	Check	90427	Delinquent Notices	001-414.1445.62170	320.45
				001-414.1445.62190	188.14
C291	Coeur d' Alene Press				
APMWB	Check	0000012470-08042(	NOPH FY 2024 Updated Fee Resolution	001-414.0000.62000	35.72
		0000012470-08112(	NOPH Updated Fee Resolution	001-414.0000.62000	24.12
		0000014131-09122(	NOPH FY2024 9.26.2023	001-414.0000.62000	28.79
		0000013003-08182(	NOPH FY2024 Annual Foregone	001-414.0000.62000	28.79
		CM0004780	Credit Memo from 07/21/2023	001-414.0000.62000	-228.32
		0000014201-09132(	Budget FY 2024	001-414.0000.62000	466.92
V040	ODP Business Solutions				
APMWB	Check	331323901001	Office Supplies-Finance	001-414.0000.63060	178.02
				Dept 414 Total:	**1,042.63**
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000014003-09092(	Summary of Ordinance #1492	001-415.0000.62000	42.65
		0000013977-09092(	Summary of Ordinance #1493	001-415.0000.62000	199.73
				Dept 415 Total:	**242.38**
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	87026	August 2023 Testing	001-418.4000.72070	110.00
VEN13187	Checkr Inc				
APMWB	Check	956751	August 2023 background checks	001-418.0000.64020	109.97
				Dept 418 Total:	**219.97**
Dept: 421 Police					

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N276	Access Information Protected				
APMWB	Check	10450341	Shredding services	001-421.0000.68010	60.90
B160	Body By Scotty Towing				
APMWB	Check	45137	Bumper repair - PFPD123	001-421.0000.67170	720.00
C220	Coleman Oil Co				
APMWB	Check	CP-0027449	Fuel	001-421.0000.64030	6,439.51
VEN07726	Jon Dekeles				
APMWB	Check	092223	Chaplain stipend - August	001-421.0000.62370	100.00
L0195	Language Line Services				
APMWB	Electronic Funds Transfe	11089779	Interpreter services	001-421.0000.65030	104.40
VEN14015	Midway Hyundai				
APMWB	Check	172034	Mount tire and align - PFPD102	001-421.0000.67170	215.40
N001	Napa Auto Parts				
APMWB	Check	3688-252182	Core credit	001-421.0000.67100	-18.00
		3688-253578	Shop towels	001-421.0000.67100	39.14
		3688-253339	Brakes - PFPD133	001-421.0000.67100	288.70
		3688-253219	Warranty and core credits	001-421.0000.67100	-157.41
N170	North Idaho College				
APMWB	Check	4881	Patrol officer tuition x 3	001-421.0000.64020	10,041.00
V040	ODP Business Solutions				
APMWB	Check	332719581001	Office Supplies- PD	001-421.0000.63060	64.77
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	48866	PD applicant testing	001-421.0000.62040	25.00
VEN07582	Petty Cash- Laura Claffey				
APMWB	Check	1/23/23-09/18/23	Laura PD Petty Cash Reimburs. from 1.23.2	001-421.0000.63060	12.50
				001-421.0000.64010	12.90
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4348183	Herborn tower rental	001-421.0000.62040	653.22
VEN14751	Tetiri, LLC				
APMWB	Check	29	Substation rent	001-421.0000.64020	1,480.50
VEN03255	Ziply Fiber				
APMWB	Check	2081971263-04261	PD Internet	001-421.0000.65030	616.00
		2081971699-06022		001-421.0000.65030	312.00
		2081970075-04082	PD Phones	001-421.0000.65030	1,142.03
		2087736415-06130	PD Elevator line	001-421.0000.65030	50.04
				Dept 421 Total:	**22,202.60**

Dept: 423 Oasis

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
V040	ODP Business Solutions				
APMWB	Check	332719581001	Office Supplies- PD	001-423.1153.68400	31.63
				Dept 423 Total:	**31.63**

Dept: 424 Legal

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5577	Management Fee	001-424.0000.62040	2,916.66
				Dept 424 Total:	**2,916.66**

Dept: 427 Animal Control

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C220	Coleman Oil Co				
APMWB	Check	CP-0027449	Fuel	001-427.0000.64030	203.59
				Dept 427 Total:	**203.59**

Dept: 431 Streets

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93269	Hose for new Hose Bib	001-431.0000.68010	305.16
VEN05261	CDA PAVING				
APMWB	Check	88266	3/4 minus crushed base	001-431.0000.68130	118.50
		88200	Dumping Dirty Asphalt	001-431.0000.68130	170.00
		88046	Dumping dirty asphalt	001-431.0000.68130	64.10
		88446	Dumping - Dirty Asphalt	001-431.0000.68130	75.90
		88199	3/4" minus crushed base	001-431.0000.68130	124.89

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14764	Deere & Company				
APMWB	Check	09542758	2023 JOHN DEERE GATOR HVAC #1	001-431.0000.90010	38,503.79
		0953210	2023 JOHN DEERE GATOR HVAC #2	001-431.0000.90010	38,860.79
D070	Dell Marketing LP				
APMWB	Check	10699913528	Ruggedized signal laptop	001-431.0000.80010	1,776.67
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-551652	2023 Durapatcher oil CSS-1	001-431.0000.68090	267.75
VEN01373	Intermountain Sign & Safety				
APMWB	Check	17588	Sign blanks	001-431.0000.63260	186.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	898210	Asphalt for patchwork	001-431.0000.68130	482.12
VEN12746	Mountain States Electric Inc				
APMWB	Check	23-003-2	Electrical Service on Salt Shed	001-431.0000.93010	4,622.95
VEN05363	North 40 Outfitters				
APMWB	Check	43752	Uniform item - JR Young	001-431.4000.72000	74.19
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	8722	Asphalt & Gravel for Clark Fork	001-431.0000.68130	6,277.64
		8714	Asphalt for paving & patching	001-431.0000.68130	6,017.20
R251	Serights Ace Hardware				
APMWB	Check	347347/1	Stihl Engine oil	001-431.0000.63000	35.58
		346980/1	Maxfit Power Bit	001-431.0000.63260	6.29
		346954/1	Marking paint & Propane	001-431.0000.63260	31.42
		347034/1	torch kit & propane	001-431.0000.63260	84.28
		347272/1	nuts bolts nails	001-431.0000.63260	63.84
		347304/1	Tarp straps & Propane	001-431.0000.68100	35.50
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240077779-00	Misc screws nuts bolts	001-431.0000.63260	161.98
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354110-016	Spokane Street Rehab Welch Invoice Aug 2(	001-431.1811.95040	2,215.00
W180	Western States Equipment				
APMWB	Check	IN002536967	Rubber blades for Snow Gates	001-431.0000.63525	5,106.36
Z026	Ziegler Lumber Co #017				
APMWB	Check	547553	PVC pipe for fleet shop drain project	001-431.0000.68010	504.84
		549008	PVC elbow	001-431.0000.68010	11.98
				Dept 431 Total:	**106,184.72**
Dept: 433 Facility Maintenance					
A497	Arrow Construction Supply, Inc				
APMWB	Check	383597	Crack Seal for City Hall Parking Lot	001-433.0000.95015	2,842.29
I340	Interstate Concrete & Asphalt				
APMWB	Check	902137	Asphalt for City Hall Parking Lot	001-433.0000.95015	15,397.24
R251	Serights Ace Hardware				
APMWB	Check	342163/1	strap toggles	001-433.0000.63730	2.59
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf(	506843	paper supplies CH and PD	001-433.0000.63140	463.83
		506844	Floor refinishing supplies	001-433.0000.63150	469.58
				Dept 433 Total:	**19,175.53**
Dept: 434 Fleet Maintenance					
VEN07171	208Tools				
APMWB	Check	09142392856	Streamlight Wedge Flashlight	001-434.0000.67090	164.95
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93322	Hoses for Streets Loaders - Winter Prep	001-434.0000.63011	2,104.42
		93263	Hose fittings - S002	001-434.0000.63011	6.71
VEN14736	Cintas Corporation No. 3				
APMWB	Check	41680008465	Laundry & rug service	001-434.0000.63160	79.76
		4167292649	Laundry & Rug Service	001-434.0000.63160	79.76
C3090	Columbia Electric Supply				
APMWB	Check	1120-1014704	Zip ties	001-434.0000.63011	109.00
				001-434.0000.63012	109.00
				001-434.0000.63013	109.09

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
F145	Freightliner Northwest- Spokane				
APMWB	Check	PC001594929 01	Wheel Sensor - S208	001-434.0000.63011	75.70
I340	Interstate Concrete & Asphalt				
APMWB	Check	901205	Fill dirt for Drain pipe @ Streets	001-434.0000.68010	301.24
VEN12746	Mountain States Electric Inc				
APMWB	Check	6445	Installation of power for truck lift in High Bay	001-434.0000.68010	1,483.97
N001	Napa Auto Parts				
APMWB	Check	3688-254779	Filter stock order	001-434.0000.63011	90.24
		3688-255295	Ultra Supreme Grease	001-434.0000.63011	56.34
		3688-255289	Shaffers Grease	001-434.0000.63011	19.96
		3688-255388	LED Beacon - S344	001-434.0000.63011	305.65
		3688-254213	Air Filters - S002/Stock	001-434.0000.63011	356.94
		3688-255727	Gear Lube - S215	001-434.0000.63011	799.99
		3688-254553	Blue Def	001-434.0000.63011	561.78
		3688-255341	Wiper Blade stock order	001-434.0000.63011	141.16
		3688-255304	Permatex Quicktite	001-434.0000.63011	1.78
		3688-254212	Air Filters - S002	001-434.0000.63011	118.98
		3688-255279	Hydraulic Filter - S344	001-434.0000.63011	9.92
		3688-255295	Ultra Supreme Grease	001-434.0000.63012	56.33
		3688-255304	Permatex Quicktite	001-434.0000.63012	1.77
		3688-254779	Filter stock order	001-434.0000.63012	90.22
		3688-255341	Wiper Blade stock order	001-434.0000.63012	141.15
				001-434.0000.63013	141.15
		3688-255304	Permatex Quicktite	001-434.0000.63013	1.77
		3688-255295	Ultra Supreme Grease	001-434.0000.63013	56.33
		3688-254779	Filter stock order	001-434.0000.63013	90.22
		3688-255770	Smartwasher accessories	001-434.0000.67020	566.35
		3688-251919	Glove Dispenser	001-434.0000.67020	457.96
		3688-254159	1 13/16 Socket - Fleet	001-434.0000.67090	32.48
		3688-254479	Safety Glasses	001-434.0000.67120	25.78
N107	Norlift Inc				
APMWB	Check	55039772	Tool box Casters	001-434.0000.67020	106.29
VEN08121	PacWest Machinery LLC				
APMWB	Check	30416724	Pressure Sensor - S344	001-434.0000.63011	270.64
P180	Perfection Tire				
APMWB	Check	1062400	Lawn Mower tires - Parks	001-434.0000.67190	80.74
R251	Serights Ace Hardware				
APMWB	Check	347035/1	Nails bolts nuts	001-434.0000.63011	2.58
		344041/1	Vinyl tubing - City Hall Generator	001-434.0000.63013	44.25
		346981/1	Glue/Sprayer/Alchohol - Fleet	001-434.0000.67090	22.11
T106	Titan Truck Equipment				
APMWB	Check	1356796	Rope Ring - S127	001-434.0000.63011	174.02
		1356798	Hydraulic Fluid - 12 quarts	001-434.0000.63011	240.45
				001-434.0000.63012	240.45
				001-434.0000.63013	240.45
W180	Western States Equipment				
APMWB	Check	IN002523908	Filters, etc - S002	001-434.0000.63011	1,245.27
		IN002527054	Seal O-ring - S346	001-434.0000.63011	7.29
		IN002523910	Speaker As - S003	001-434.0000.63011	54.68
		IN002533390	Coil - S346	001-434.0000.63011	147.16
		IN002525697	Pad & Cover - S003	001-434.0000.63011	946.24
		IN002528575	Plate cover - S346	001-434.0000.63011	127.78
		IN002536467	Kit - S001	001-434.0000.63011	113.71
		IN002531601	Harness - S346	001-434.0000.63011	392.37
		IN002525673	Mirror - S002	001-434.0000.63011	778.67
				Dept 434 Total:	**13,983.00**

Dept: 441 Urban Forestry

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14233	Central Saw Works				
APMWB	Check	58992	Sharpen Chipper knives & bed knife	001-441.0000.62040	138.60
		58325	Saw Sharpening	001-441.0000.62040	47.20

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Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN03826	FMI Equipment				
APMWB	Check	SPK-11872	Mini Auger and bits for Urban Forestry	001-441.0000.91000	9,240.00
		SPK-11873	Mini Track Loader Grapple Attachment	001-441.0000.91000	5,499.00
S050	Saturday Night Inc.				
APMWB	Check	104959	Urban Forestry Uniform Order	001-441.4000.72000	1,901.86
R251	Serights Ace Hardware				
APMWB	Check	346572/1	Hardware for Cameras	001-441.0000.67090	78.60
		346995/1	Plumb Bob Tool	001-441.0000.67090	8.63
				Dept 441 Total:	**16,913.89**
Dept: 442 Cemetery					
C2961	Cold Spring Granite Company				
APMWB	Check	RI2085709	evelyn scroll	001-442.0000.63760	261.00
R251	Serights Ace Hardware				
APMWB	Check	347237/1	cleaning	001-442.0000.63150	65.16
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfe	507290	Cleaning Supplies for Parks & Cememtery	001-442.0000.63150	88.73
				Dept 442 Total:	**414.89**
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	526040	White Pine Portable Restroom	001-443.0000.65050	93.00
		526059	Warren Portable	001-443.0000.65050	105.00
		526041	Crown Pointe Portable Restroom	001-443.0000.65050	78.00
		514239	Tennis Cts Portable Restroom	001-443.0000.65050	105.00
		526045	4th St. Trailhead Portable	001-443.0000.65050	105.00
		526039	Skate Park Portable	001-443.0000.65050	105.00
		526049	Community Garden Portable	001-443.0000.65050	105.00
		526052	Tennis Court Portable	001-443.0000.65050	105.00
		522686	Market & Music Portable Restrooms	001-443.0000.65050	259.93
		526035	Q'emiln Park Portables	001-443.0000.65050	240.00
		526037	Corbin Portable Restroom	001-443.0000.65050	78.00
		526058	Upper Corbin Portable	001-443.0000.65050	105.00
		526036	Hilde Kellogg Portable Restroom	001-443.0000.65050	105.00
		521682	Hilde Kellogg Portable	001-443.0000.65050	105.00
		525744	Fence to block fire related area	001-443.0000.80150	917.04
		526449	Fence to block fire affected area	001-443.0000.80150	331.60
VEN05261	CDA PAVING				
APMWB	Check	88383	Concrete & Rebar Removal	001-443.0000.68170	25.00
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-246003	Battery for Power Tools	001-443.0000.67090	250.00
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-1073991	Parts for Flail mower	001-443.0000.66190	28.40
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transfe	12153	Add Lock & Re-Key Crown Pointe Restroom	001-443.0000.62180	582.61
VEN14466	Dog Waste Depot				
APMWB	Check	570038	Dog waste bags	001-443.0000.63150	1,039.92
G098	Grainger				
APMWB	Check	9842854110	TP for Ross Point	001-443.0000.63150	114.78
H1957	Horizon				
APMWB	Electronic Funds Transfe	2S199007	2 Stroke Oil for Small Equip.	001-443.0000.66190	59.40
I340	Interstate Concrete & Asphalt				
APMWB	Check	901738	Top Course - East Lean-to	001-443.0000.94180	995.83
VEN05363	North 40 Outfitters				
APMWB	Check	044174/E	Chainsaw for Construction	001-443.0000.67020	468.98
N210	Northland Nursery				
APMWB	Check	220000042096	Plants for Beck	001-443.0000.68210	178.75
VEN12530	Premier Powder Coating & Custom Fab LLC				
APMWB	Check	23-01	Bench and Garbage can for Community Gar	001-443.1667.63009	3,894.62
R251	Serights Ace Hardware				
APMWB	Check	347186/1	Landscape Pins - Beck	001-443.0000.67030	17.54

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	347084/1	Tools for South Parks	001-443.0000.67090	58.10
		346601/1	Irrigation parts for North Parks	001-443.0000.68230	110.68
		346574/1	Camera cord for Comm. Forest Fire	001-443.0000.80150	89.94
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	134448562-001	Turf Builder Soil	001-443.0000.68170	502.00
		134129944-001	Customer Rebate	001-443.0000.68230	-141.08
VEN14863	TinyMobileRobots US LLC				
APMWB	Check	1833	Field Striping Robot	001-443.0000.90010	42,570.00
T106	Titan Truck Equipment				
APMWB	Check	1352177	P129 - Spray liner	001-443.0000.90050	1,697.14
VEN13040	Turf Star Western				
APMWB	Check	8080867-00	Ventrac w/ field grooming attachments	001-443.0000.90050	46,198.72
U040	United Electrical				
APMWB	Check	22313	LED Lighting for the Grand Pavilion	001-443.1658.62330	6,075.00
		2314	Override switch for heat & lights in Grand Pa	001-443.1658.62330	297.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	507290	Cleaning Supplies for Parks & Cementery	001-443.0000.63150	748.62
				Dept 443 Total:	**108,804.52**
Dept: 444 Parks - Construction					
C180	Central Pre Mix Concrete				
APMWB	Check	3656916	Sono Tubes for East Lean-to	001-444.0000.94180	1,899.75
		3657098	Sonotubes for East Lean-to	001-444.0000.94180	298.80
I340	Interstate Concrete & Asphalt				
APMWB	Check	902071	Top Course - East Lean-to	001-444.0000.94180	990.79
VEN02005	Matheus Lumber Company				
APMWB	Check	67694008	Glulam Beams for East Lean-to	001-444.0000.94180	3,288.06
VEN09319	Rolled Steel Products, Inc				
APMWB	Check	IN33409	Roofing Materials for East Lean-To	001-444.0000.94180	14,298.75
				Dept 444 Total:	**20,776.15**
Dept: 445 Recreation					
A365	American On-Site Services				
APMWB	Check	457714	Soccer Prota Potties	001-445.0000.65050	6.51
		474125	Tball Porta Potties	001-445.0000.65050	43.55
		509523	Soccer Porta Potties	001-445.0000.65050	57.87
		04.30.23		001-445.0000.65050	72.80
		486428		001-445.0000.65050	80.00
		522649	Triathlon Porta Potties-delivered prior to fire.	001-445.0000.65050	320.00
VEN13187	Checkr Inc				
APMWB	Check	956751	August 2023 background checks	001-445.0000.62080	751.21
VEN01020	Cindy Jacobs				
APMWB	Check	09.14.23	Contractual September Payment Yoga	001-445.0000.62040	109.20
N2332	Collins, Tom				
APMWB	Check	09.14.23	Contractual September Payment Martial Arts	001-445.0000.62040	361.90
K130	Kootenai County Reprographics				
APMWB	Check	2023-00000112	School checkout list (2 Part)	001-445.0000.63060	361.90
VEN10617	Paint CdA, LLC				
APMWB	Check	09.15.23	Contractual September Payment	001-445.0000.62040	98.00
S050	Saturday Night Inc.				
APMWB	Check	104822	Soccer T-shirts	001-445.0000.63430	980.80
		104825	Youth Soccer T-shirts	001-445.0000.63430	665.90
		104826	Youth Fall Soccer T-shirts	001-445.0000.63430	973.50
		104807	Volleyball t-shirts	001-445.0000.63430	944.20
		104824	Youth Soccer T-shirts	001-445.0000.63430	863.80
		104808	Smart Flag Football T-shirts	001-445.0000.63430	299.50
S054	Schmidt, Sheila				
APMWB	Check	09/14/23	Contractual Payment for Gymnastics	001-445.1617.33339	1,954.60
VEN14261	The JACC				
APMWB	Check	9/14/23	Contractual August Payment	001-445.0000.62040	364.00
		INV0146619	Camp Art	001-445.0000.63080	3,800.00

					Dept 445 Total:	13,109.24

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Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 451 Planning & Zoning					
R1541	Ricoh USA Inc.				
APMWB	Check	5068035877	Monthly Contract Charges for Comm Dev Cc	001-451.1901.66140	49.41
				Dept 451 Total:	**49.41**
Dept: 452 Building Inspector					
P4835	ProPrint				
APMWB	Check	64046	Business Cards	001-452.0000.63210	62.00
R1541	Ricoh USA Inc.				
APMWB	Check	5068035877	Monthly Contract Charges for Comm Dev Cc	001-452.1901.66140	49.40
				Dept 452 Total:	**111.40**
Dept: 453 Engineering					
R1541	Ricoh USA Inc.				
APMWB	Check	5068035877	Monthly Contract Charges for Comm Dev Cc	001-453.1901.66140	49.39
				Dept 453 Total:	**49.39**
Dept: 481 Capital Improvements/Contracts					
A017	A-Tec, Inc.				
APMWB	Check	6066	PD West Gate Video Camera replacement	001-481.0000.68395	1,728.68
VEN10155	Bill's Heating Air Appliance Repair, LLC				
APMWB	Check	18940572	Temp Control for Shelter	001-481.0000.68395	11,695.00
VEN01534	Contract Design Associates				
APMWB	Check	52462	Chairs for Conference Room	001-481.0000.68390	3,838.20
VEN03694	Otis Elevator Company				
APMWB	Check	F10000141537	CH elevator inspection	001-481.0000.68060	200.00
				Dept 481 Total:	**17,461.88**
				Fund 001 Total:	**361,032.10**
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transf	293111	Consulting Serviced September 2023	003-482.0000.62040	2,500.00
VEN14844	IEC Group, Inc				
APMWB	Check	INVP132439	Dept Head Comp study	003-482.0000.73010	9,150.00
VEN14068	IncentFit				
APMWB	Check	15663	09/15/2023 - 10/15/2023 Activity	003-482.4000.73000	245.44
A6000	Rehn & Associates, Inc.				
APMWB	Check	IN0000180610	COBRA Notices August 2023	003-482.0000.62160	125.00
				Dept 482 Total:	**12,020.44**
				Fund 003 Total:	**12,020.44**
Fund: 007 - DRUG SEIZURE PROGRAM					
Balance Sheet Accounts					
VEN06027	Kootenai County Prosecutor				
APMWB	Check	23PF19110	Drug seizure funds	007-20020	1,212.83
				Balance Sheet Accounts Total:	**1,212.83**
Dept: 425 Drug Seizure Program					
VEN14265	Naval Surface Warfare Center, Crane Division				
APMWB	Check	N00164LE1139-23	Annual fee for Night Vision Goggles	007-425.0000.67020	1,800.00
				Dept 425 Total:	**1,800.00**
				Fund 007 Total:	**3,012.83**
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transfe	5558	Fire Inspection	023-446.1660.33337	259.00
				Dept 446 Total:	259.00
				Fund 023 Total:	259.00
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
VEN07815	LaRiviere, Inc				
APMWB	Check	Pay App #13 - Spok	Pay App #13 - Spokane & Prairie	037-431.0000.95200	218,741.53
				Dept 431 Total:	218,741.53
				Fund 037 Total:	218,741.53
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfe	230061-4	Design for Black Bay Parking Lot	038-443.0000.62040	13,924.30
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5389	Sports Complex Phase 1	038-443.0000.94165	9,537.34
				Dept 443 Total:	23,461.64
				Fund 038 Total:	23,461.64
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	133891	Comp Influent & Effluent Testing	650-463.0000.68360	650.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93258	Dixon Air King Valves 1' & 3/4'	650-463.0000.68025	162.92
		93330	Grease Zerk 1/4"	650-463.0000.68025	3.99
A424	Anatek Labs, Inc.				
APMWB	Check	2317361	BLM @ Corbin Park	650-463.0000.68360	330.00
VEN04450	BDP Industries				
APMWB	Check	16091	4" Venturi Mixer Flapper - Repair Kit	650-463.0000.68025	1,415.34
VEN13187	Checkr Inc				
APMWB	Check	956751	August 2023 background checks	650-463.0000.62080	29.99
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transfe	12122	WWTP Shop Keys	650-463.0000.68025	15.00
K0037	K & N Electric Motors Inc.				
APMWB	Check	0139518	Vertical shaft mixer motor	650-463.0000.68025	1,764.26
		0139546	NEW 7.5 HP 18 213TC 3PH TE	650-463.0000.68025	1,275.50
VEN04172	Northwest Scientific, Inc.				
APMWB	Check	5171880	Glass Microfiber Filters	650-463.0000.63400	464.01
P180	Perfection Tire				
APMWB	Check	1062374	Synthetic Oil Change T117	650-463.0000.67170	107.89
P310	Platt Electric Supply				
APMWB	Check	4185783	WWTP Shop Supplies	650-463.0000.68025	144.44
R251	Serights Ace Hardware				
APMWB	Check	347253/1	WWTP Shop Supplies	650-463.0000.68025	34.71
		346928/1	BLOWER FAN 12" 3SPD BLK	650-463.0000.68025	62.99
U145	USABlue Book				
APMWB	Check	INV00117820	Lab Supplies	650-463.0000.63400	829.27
		INV00119640	Sample Cup 1000ml	650-463.0000.68025	32.95
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfe	506783	KIMTECH WIPES - LAB	650-463.0000.63400	139.65
				Dept 463 Total:	7,462.91
Dept: 466 Wastewater - Collections					
C3090	Columbia Electric Supply				
APMWB	Check	1120-1013480	POWER FLEX COMM	650-466.0000.63006	833.04

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	1120-1014963	LS Supplies WW	650-466.0000.63006	301.81
N001	Napa Auto Parts				
APMWB	Check	3688-255519	Battery- Truck T204	650-466.0000.67170	136.14
		3688-253733	50/50 Flat Charge A/F 351	650-466.0000.67170	11.10
P180	Perfection Tire				
APMWB	Check	1062341	New Tires, Mount & Balance T112	650-466.0000.67170	790.00
R251	Serights Ace Hardware				
APMWB	Check	347091/1	Wasp Spray, Cleaning Wipes	650-466.0000.63006	21.38
		347197/1	Swiffer, Bungee Cord, Antifreeze	650-466.0000.68021	29.48
VEN05954	Toby's Battery & Auto Electric, LLC				
APMWB	Check	23090675	Noco GENIUS2 Battery Charger 6V & 12V 2,	650-466.0000.63330	149.85
VEN13163	Wapiti Consulting, LLC				
APMWB	Check	410	Corbin Lift Station -Blown Control Fuse	650-466.0000.62040	320.00
				Dept 466 Total:	**2,592.80**
Dept: 468 Wastewater - Surface Water					
C3090	Columbia Electric Supply				
APMWB	Check	1120-1014983	Flash Light & Duct Tape	650-468.0000.63006	52.38
N001	Napa Auto Parts				
APMWB	Check	3688-254769	Air Filter Truck D104	650-468.0000.67170	28.91
N130	North Coast Electric Company				
APMWB	Check	S012849971.002	100A 600V RK5 TD FUSE	650-468.0000.68021	336.55
P180	Perfection Tire				
APMWB	Check	1062627	FULL SYNTHETIC OIL CHANGE, TRUCK 1	650-468.0000.67170	98.21
				Dept 468 Total:	**516.05**
				Fund 650 Total:	**10,571.76**
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
E001	East Greenacres Irrigation				
APMWB	Check	INV0146622	New Potable Water Service with EGID at the	651-463.3213.90015	8,317.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0166319	August Facility Plan consulting services	651-463.3209.95500	7,177.68
		0166170	Tertiary Upgrade JUB Invoice August 2023	651-463.3213.90015	136,098.03
VEN14291	Sletten Construction Company				
APMWB	Check	Sletten Pay App #34	Tertiary Sletten Pay App #34 August 2023	651-463.3213.90015	545,089.85
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354130-007	Lundy Waterline Ext. Welch Comer Invoice A	651-463.6505.95520	572.50
				Dept 463 Total:	**697,255.06**
				Fund 651 Total:	**697,255.06**
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	200143-40	Ponderosa LS Ardurra Invoice August 2023	652-463.3214.95520	19,948.65
		210583-19	Bentley Lift Station Ardurra Invoice August 2	652-463.3230.95520	1,956.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0166185	August consulting services for biosolids hopp	652-463.3118.95520	21,984.16
		0165828	12th Ave FM Phase 2 JUB Invoice Aug 2023	652-463.3228.95520	11,100.00
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354140-005	August Fisher Lift Station Relocation consulti	652-463.3232.95520	2,645.00
		41354140-004	Consulting services for Fisher LS Relocation	652-463.3232.95520	2,645.00
		41354120-016	Corbin Lift Station WelchComer Invoice Aug	652-463.3234.95520	6,850.00
				Dept 463 Total:	**67,128.81**
				Fund 652 Total:	**67,128.81**

Fund: 700 - SANITATION
Dept: 461 Sanitation

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN07913	CANNON HILL				
APMWB	Check	37384	wood debris	700-461.0000.65050	1,050.00
K100	Kootenai County Solid Waste				
APMWB	Check	08-59944	Wood waste	700-461.0000.65050	4.50
		08-58514	General Refuse	700-461.0000.65050	9.75
		08-62664	Wood Waste	700-461.0000.65050	9.90
		08-57791	Yard Waste	700-461.0000.65050	26.65
		08-62358	Big Can Refuse	700-461.0000.65050	29.90
		08-64076		700-461.0000.65050	41.60
		08-66653	Yard Waste	700-461.0000.65050	24.70
				Dept 461 Total:	**1,197.00**
				Fund 700 Total:	**1,197.00**

Fund: 750 - WATER OPERATING
Dept: 462 Water Operating

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
A090	Accurate Testing Labs LLC				
APMWB	Check	134034	Coliform Presence/Absence	750-462.0000.68360	150.00
		133958		750-462.0000.68360	150.00
		133901	Coliform Presence/Absence	750-462.0000.68360	150.00
		133921	Coliform Presence/Absence	750-462.0000.68360	150.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93294	2" Ratchet Strap, Slip Hook	750-462.0000.63280	103.28
VEN05261	CDA PAVING				
APMWB	Check	88151	3/4" Crushed Base Rock	750-462.0000.63280	77.51
F1275	Fox Trailer Sales				
APMWB	Check	402883	Drop Hitch & Hyper Hitch for new Fox Trailer	750-462.0000.63280	670.00
		402877	2024 Big Tex, Black, Square Tube Toprail Tr	750-462.0000.90050	3,015.00
		402879	2023 Fox, Black 16' + 4' Dove Tilt Bed Traile	750-462.0000.90050	7,145.00
VEN14305	General Pacific, Inc				
APMWB	Check	1474197	M120 1-1/2" HRE, Twist Tight - Hyatt Hotel	750-462.0000.63280	625.00
		1474183	Badger 4in Compound Meter	750-462.0000.63280	4,870.00
		1474182	1" M55 Meter	750-462.0000.91280	20,100.00
G098	Grainger				
APMWB	Check	9830946829	Wire Shelves for Water Office	750-462.0000.66110	590.44
		9832234000	BATTERY PACK & CHARGER FOR SHOP	750-462.0000.67090	618.67
H070	Harbor Freight Tools				
APMWB	Check	1024394	Shop Supplies - Tape Measure & Screwdrive	750-462.0000.67090	39.96
V040	ODP Business Solutions				
APMWB	Check	330441258001	Office Supplies-Water/WW	750-462.0000.63060	33.99
		330438509001		750-462.0000.63060	49.56
O050	Oxarc Inc.				
APMWB	Check	0031891695	Fall Protection Training for Water Division	750-462.0000.64025	852.40
VEN03176	Rugid Computer Inc				
APMWB	Electronic Funds Transfe	12213-	RUG9 Isolated Loop Supply/ Charger Board	750-462.0000.68025	968.28
R251	Serights Ace Hardware				
APMWB	Check	347067/1	Tools #W120, Bypass Supplies, Miox	750-462.0000.63280	64.00
				750-462.0000.67090	46.78
				Dept 462 Total:	**40,469.87**
				Fund 750 Total:	**40,469.87**

Fund: 753 - WATER CAPITAL
Dept: 462 Water Operating

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfe	0166306	Well House 11 JUB Invoice August 2023	753-462.3224.95550	4,611.11
S580	Strata				
APMWB	Check	CD230189-IN	Well House 11 Strata Invoice June-August 2	753-462.3224.95550	420.00
T005	TML Construction, Inc.				
APMWB	Check	Well House 11 Pay /	Well House 11 TML Pay App 7	753-462.3224.95550	144,257.50

Dept 462 Total:	149,288.61
Fund 753 Total:	149,288.61
Report Total:	1,584,438.65

Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	8,000.00
	001-411.0000.63850	5,300.00
	001-412.0000.63060	17.02
	001-412.0000.66030	2,210.72
	001-412.0000.66040	1,610.88
	001-414.0000.62000	356.02
	001-414.0000.63060	178.02
	001-414.1445.62170	320.45
	001-414.1445.62190	188.14
	001-415.0000.62000	242.38
	001-418.0000.64020	109.97
	001-418.4000.72070	110.00
	001-421.0000.62040	678.22
	001-421.0000.62370	100.00
	001-421.0000.63060	77.27
	001-421.0000.64010	12.90
	001-421.0000.64020	11,521.50
	001-421.0000.64030	6,439.51
	001-421.0000.65030	2,224.47
	001-421.0000.67100	152.43
	001-421.0000.67170	935.40
	001-421.0000.68010	60.90
	001-423.1153.68400	31.63
	001-424.0000.62040	2,916.66
	001-427.0000.64030	203.59
	001-431.0000.63000	35.58
	001-431.0000.63260	533.81
	001-431.0000.63525	5,106.36
	001-431.0000.68010	821.98
	001-431.0000.68090	267.75
	001-431.0000.68100	35.50
	001-431.0000.68130	13,330.35
	001-431.0000.80010	1,776.67
	001-431.0000.90010	77,364.58
	001-431.0000.93010	4,622.95
	001-431.1811.95040	2,215.00
	001-431.4000.72000	74.19
	001-433.0000.63140	463.83
	001-433.0000.63150	469.58
	001-433.0000.63730	2.59
	001-433.0000.95015	18,239.53
	001-434.0000.63011	9,259.43
	001-434.0000.63012	638.92
	001-434.0000.63013	683.26
	001-434.0000.63160	159.52
	001-434.0000.67020	1,130.60
	001-434.0000.67090	219.54
	001-434.0000.67120	25.78
	001-434.0000.67190	80.74
	001-434.0000.68010	1,785.21
	001-441.0000.62040	185.80
	001-441.0000.67090	87.23
	001-441.0000.91000	14,739.00
	001-441.4000.72000	1,901.86
	001-442.0000.63150	153.89
	001-442.0000.63760	261.00

001-443.0000.62180		582.61
001-443.0000.63150		1,903.32
001-443.0000.65050		1,693.93
001-443.0000.66190		87.80
001-443.0000.67020		468.98
001-443.0000.67030		17.54
001-443.0000.67090		308.10
001-443.0000.68170		527.00
001-443.0000.68210		178.75
001-443.0000.68230		-30.40
001-443.0000.80150		1,338.58
001-443.0000.90010		42,570.00
001-443.0000.90050		47,895.86
001-443.0000.94180		995.83
001-443.1658.62330		6,372.00
001-443.1667.63009		3,894.62
001-444.0000.94180		20,776.15
001-445.0000.62040		933.10
001-445.0000.62080		751.21
001-445.0000.63060		361.90
001-445.0000.63080		3,800.00
001-445.0000.63430		4,727.70
001-445.0000.65050		580.73
001-445.1617.33339		1,954.60
001-451.1901.66140		49.41
001-452.0000.63210		62.00
001-452.1901.66140		49.40
001-453.1901.66140		49.39
001-481.0000.68060		200.00
001-481.0000.68390		3,838.20
001-481.0000.68395		13,423.68
	Fund 001 Total:	**361,032.10**
003 - PERSONNEL BENEFIT POOL		
003-482.0000.62040		2,500.00
003-482.0000.62160		125.00
003-482.0000.73010		9,150.00
003-482.4000.73000		245.44
	Fund 003 Total:	**12,020.44**
007 - DRUG SEIZURE PROGRAM		
007-20020		1,212.83
007-425.0000.67020		1,800.00
	Fund 007 Total:	**3,012.83**
023 - SPECIAL EVENTS		
023-446.1660.33337		259.00
	Fund 023 Total:	**259.00**
037 - STREETS IMPACT FEES		
037-431.0000.95200		218,741.53
	Fund 037 Total:	**218,741.53**
038 - PARKS IMPACT FEES		
038-443.0000.62040		13,924.30
038-443.0000.94165		9,537.34
	Fund 038 Total:	**23,461.64**
650 - RECLAIMED WATER OPERATING		
650-463.0000.62080		29.99
650-463.0000.63400		1,432.93
650-463.0000.67170		107.89
650-463.0000.68025		4,912.10
650-463.0000.68360		980.00
650-466.0000.62040		320.00
650-466.0000.63006		1,156.23
650-466.0000.63330		149.85
650-466.0000.67170		937.24
650-466.0000.68021		29.48
650-468.0000.63006		52.38
650-468.0000.67170		127.12
650-468.0000.68021		336.55

	Fund 650 Total:	**10,571.76**
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3209.95500		7,177.68
651-463.3213.90015		689,504.88
651-463.6505.95520		572.50
	Fund 651 Total:	**697,255.06**
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3118.95520		21,984.16
652-463.3214.95520		19,948.65
652-463.3228.95520		11,100.00
652-463.3230.95520		1,956.00
652-463.3232.95520		5,290.00
652-463.3234.95520		6,850.00
	Fund 652 Total:	**67,128.81**
700 - SANITATION		
700-461.0000.65050		1,197.00
	Fund 700 Total:	**1,197.00**
750 - WATER OPERATING		
750-462.0000.63060		83.55
750-462.0000.63280		6,409.79
750-462.0000.64025		852.40
750-462.0000.66110		590.44
750-462.0000.67090		705.41
750-462.0000.68025		968.28
750-462.0000.68360		600.00
750-462.0000.90050		10,160.00
750-462.0000.91280		20,100.00
	Fund 750 Total:	**40,469.87**
753 - WATER CAPITAL		
753-462.3224.95550		149,288.61
	Fund 753 Total:	**149,288.61**
	Report Total:	**1,584,438.65**

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK I

9/15/2023	$1,419.00	93807	ACI Northwest Inc.	Pay Before Due Date
9/15/2023	$203.61	93808	AT&T Long Distance	Pay Before Due Date
9/15/2023	$663.59	93809	AT&T Mobility	Pay Before Due Date
9/15/2023	$541.52	93810	AT&T Mobility	Pay Before Due Date
9/15/2023	$124,732.39	93811	AVISTA Utilities	Pay Before Due Date
9/15/2023	$42,417.81	93812	Kootenai Electric	Pay Before Due Date
9/15/2023	$1,410.68	93814	Ricoh USA Inc.	Pay Before Due Date
9/15/2023	$169.98	93815	Spectrum	Pay Before Due Date
9/15/2023	$134.98	93816	Spectrum	Pay Before Due Date
9/15/2023	$195.22	93817	Verizon Wireless	Pay Before Due Date
9/15/2023	$245.19	93818	Verizon Wireless	Pay Before Due Date
9/15/2023	$120.03	93819	Verizon Wireless	Pay Before Due Date
9/15/2023	$80.02	93820	Verizon Wireless	Pay Before Due Date
9/15/2023	$400.10	93821	Verizon Wireless	Pay Before Due Date
9/15/2023	$120.03	93822	Verizon Wireless	Pay Before Due Date
9/15/2023	$56.21	93823	Ziply Fiber	Pay Before Due Date
9/22/2023	$2,402.50	93836	Kootenai County Solid Waste	Pay Before Due Date
9/22/2023	$26.28	93837	Randy Waddell	Pay Before Due Date
9/22/2023	$183.05	93838	Ricoh USA Inc.	Pay Before Due Date
9/22/2023	$16.94	93839	Spectrum	Pay Before Due Date
9/22/2023	$149.98	93840	Spectrum	Pay Before Due Date
9/22/2023	$122.00	93841	Ziply Fiber	Pay Before Due Date
9/22/2023	$122.00	93842	Ziply Fiber	Pay Before Due Date
9/22/2023	$366.00	93843	Ziply Fiber	Pay Before Due Date
9/22/2023	$366.00	93844	Ziply Fiber	Pay Before Due Date
9/22/2023	$2,025.00	93845	Ziply Fiber	Pay Before Due Date
9/22/2023	$366.00	93846	Ziply Fiber	Pay Before Due Date
9/22/2023	$163.39	93847	Ziply Fiber	Pay Before Due Date
9/22/2023	$366.00	93848	Ziply Fiber	Pay Before Due Date
9/22/2023	$215.64	93849	Ziply Fiber	Pay Before Due Date
9/22/2023	$122.00	93850	Ziply Fiber	Pay Before Due Date
9/22/2023	$366.00	93851	Ziply Fiber	Pay Before Due Date
9/22/2023	$1,326.88	93852	Ziply Fiber	Pay Before Due Date
9/22/2023	$366.00	93853	Ziply Fiber	Pay Before Due Date
	$181,982.02			

RUN 9.13.23
750-17340
Various
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Various
Various
Various
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Various
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001-452.0000.65030
Various
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001-481.0000.68390
Various
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CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: July Cash and Investment Reports

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

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

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	$ 97,542.00	$ 98,751.75	101.2%
	Personnel	103,412.46	81,428.59	78.7%
		200,954.46	180,180.34	89.7%
412 - INFORMATION SYSTEMS	Operating	114,868.00	123,152.49	107.2%
	Capital	-	108,422.76	0.0%
	Personnel	302,007.25	295,080.08	97.7%
		416,875.25	526,655.33	126.3%
413 - GENERAL SERVICES	Operating	14,950.00	10,190.23	68.2%
	Personnel	262,043.22	229,625.88	87.6%
		276,993.22	239,816.11	86.6%
414 - FINANCE	Operating	238,893.00	508,344.54	212.8%
	Personnel	567,328.98	493,523.03	87.0%
		806,221.98	1,001,867.57	124.3%
415 - CITY CLERK	Operating	10,450.00	21,555.19	206.3%
	Capital	-	-	0.0%
	Personnel	72,137.91	66,244.74	91.8%
		82,587.91	87,799.93	106.3%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	6,799.82	94.4%
	Capital	-	-	0.0%
	Personnel	133,622.19	116,322.20	87.1%
		140,822.19	123,122.02	87.4%
418 - HUMAN RESOURCES	Operating	7,950.00	16,287.23	204.9%
	Personnel	239,077.70	246,687.13	103.2%
		247,027.70	262,974.36	106.5%
419 - LIBRARY	Operating	-	-	
		-	-	
421 - POLICE	Operating	646,105.48	791,760.87	122.5%
	Capital	186,000.00	813,255.16	437.2%
	Personnel	6,507,818.65	5,130,140.31	78.8%
		7,339,924.13	6,735,156.34	91.8%
423 - OASIS	Operating	4,000.00	25,524.76	638.1%
	Personnel	124,978.71	125,161.19	100.1%
		128,978.71	150,685.95	116.8%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	70,980.30	125.1%
	Capital	25,000.00	-	0.0%
	Personnel	736,149.10	657,633.98	89.3%
		817,899.10	728,614.28	89.1%
427 - ANIMAL CONTROL	Operating	17,250.00	9,370.04	54.3%
	Personnel	162,597.58	144,493.39	88.9%
		179,847.58	153,863.43	85.6%
431 - STREETS	Operating	1,987,099.30	1,136,889.98	57.2%
	Capital	235,000.00	121,178.03	0.0%
	Personnel	1,074,995.66	972,098.81	90.4%
		3,297,094.96	2,230,166.82	67.6%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	5,643.44	63.8%
		8,850.00	5,643.44	63.8%
433 - FACILITY MAINTENANCE	Operating	33,650.00	40,817.12	121.3%
	Capital	2,000.00	591.57	0.0%
	Personnel	269,505.65	229,770.95	85.3%
		305,155.65	271,179.64	88.9%
434 - FLEET MAINTENANCE	Operating	165,812.00	181,593.70	109.5%
	Capital	690,000.00	617,742.82	89.5%
	Personnel	363,300.47	290,014.66	79.8%
		1,219,112.47	1,089,351.18	89.4%
435 - -GIS	Operating	44,734.00	52,894.50	118.2%
	Personnel	167,995.10	145,269.20	86.5%
		212,729.10	198,163.70	93.2%
441 - URBAN FORESTRY	Operating	45,530.00	44,331.38	97.4%
	Capital	151,300.00	53,046.29	0.0%
	Personnel	184,150.59	168,466.13	91.5%
		380,980.59	265,843.80	69.8%
442 - CEMETERY	Operating	109,395.00	86,725.76	79.3%
	Capital	16,650.00	-	0.0%
	Personnel	164,263.17	177,692.48	108.2%
		290,308.17	264,418.24	91.1%
443 - PARKS	Operating	690,894.74	501,622.66	72.6%
	Capital	545,700.00	149,468.91	0.0%
	Personnel	1,116,114.64	972,106.66	87.1%
		2,352,709.38	1,623,198.23	69.0%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	893,000.00	36,912.51	4.1%
		893,000.00	36,912.51	4.1%
445 - RECREATION	Operating	199,199.00	199,093.02	99.9%
	Capital	-	10,430.00	
	Personnel	859,831.75	582,818.35	67.8%
		1,059,030.75	792,341.37	74.8%
451 - PLANNING & ZONING	Operating	36,519.00	22,431.45	61.4%
	Personnel	303,384.37	253,237.01	83.5%
		339,903.37	275,668.46	81.1%
452 - BUILDING INSPECTOR	Operating	29,750.00	21,391.20	71.9%
	Personnel	618,701.99	581,912.16	94.1%
	Capital	-	3,750.00	
		648,451.99	607,053.36	93.6%
453 - ENGINEERING	Operating	40,800.00	16,189.17	39.7%
	Capital	-	-	0.0%
	Personnel	651,766.84	568,330.56	87.2%
		692,566.84	584,519.73	84.4%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	75,527.82	780.2%
	Capital	-	18,600.00	0.0%
	Personnel	195,131.63	168,055.37	86.1%
		204,811.63	262,183.19	128.0%
465 - STREET LIGHTS	Operating	620,000.00	494,229.03	79.7%
		620,000.00	494,229.03	79.7%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,826,447.92	7,239,631.66	396.4%
	Capital	580,000.00	16,371.52	0.0%
		2,406,447.92	7,256,003.18	301.5%
482 - PERSONNEL POOL	Operating	3,300,000.00	3,434,166.00	104.1%
	Personnel	263,212.33	37,604.87	14.3%
		3,563,212.33	3,471,770.87	97.4%
497 - TRANSFERS OUT	Operating	375,000.00	2,551,571.45	680.4%
		375,000.00	2,551,571.45	680.4%
TOTAL GENERAL FUND		**29,507,497.38**	**32,470,953.86**	110.0%
002 - INSURANCE FUND	Operating	338,249.38	298,260.59	88.2%
		338,249.38	298,260.59	88.2%
003 - PERSONNEL FUND	Operating	112,152.00	82,697.47	73.7%
	Capital	-	-	0.0%
	Personnel	4,448,700.00	3,459,529.15	77.8%
		4,560,852.00	3,542,226.62	77.7%
007 - DRUG SEIZURE FUND	Operating	135,000.00	40,023.81	29.6%
	Capital	-	30,211.62	
		135,000.00	70,235.43	52.0%
008 - 911 FUND	Operating	452,763.74	313,054.57	69.1%
	Capital	-	811.59	0.0%
	Personnel	74,742.80	65,797.91	88.0%
		527,506.54	379,664.07	72.0%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	-	653,466.55	0.0%
		1,807,000.00	653,466.55	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	14,858.49	0.8%
	Capital	1,000,000.00	625,651.03	
		2,900,000.00	640,509.52	22.1%
023 - SPECIAL EVENTS FUND	Operating	46,248.00	22,367.76	48.4%
		46,248.00	22,367.76	48.4%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		202,500.00	-	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES				
	Operating	-	446,003.98	
		-	446,003.98	
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	30,462.70	2.1%
	Capital	-	999,784.39	0.0%
		1,463,000.00	1,030,247.09	70.4%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED July 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	103,412.95	0.0%
	Capital	24,720,984.00	2,336,374.73	
		25,195,984.00	2,439,787.68	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	18,357.60	0.0%
	Capital	2,375,000.00	2,548,598.48	107.3%
		4,260,000.00	2,566,956.08	60.3%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		528,000.00	-	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	-	0.0%
		150.00	-	0.0%
650 - RECLAIMED WATER OPERATING FUND	Operating	11,305,311.52	13,475,321.95	119.2%
incld: wwo, collections, recycled, surface	Capital	215,000.00	531,536.40	247.2%
	Personnel	1,853,787.83	1,591,752.98	85.9%
		13,374,099.35	15,598,611.33	116.6%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	682,533.00	73.9%
	Capital	22,620,000.00	6,298,598.84	27.8%
		23,543,389.00	6,981,131.84	29.7%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	1,800,000.00	2,011,065.69	111.7%
		1,800,000.00	2,011,065.69	111.7%
700 - SANITATION FUND	Operating	3,553,481.24	2,741,103.62	77.1%
		3,553,481.24	2,741,103.62	77.1%
750 - WATER OPERATING FUND	Operating	1,943,076.31	1,487,498.47	76.6%
	Capital	424,316.00	229,344.15	
	Personnel	720,293.80	641,598.97	89.1%
		3,087,686.11	2,358,441.59	76.4%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	1,100,000.00	854,099.93	77.6%
		1,100,000.00	854,099.93	77.6%
GRAND TOTAL		$ 117,930,643.00	$ 75,105,133.23	63.7%

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

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

City of Post Falls
Cash and Investments
7/31/2023

Description	City's Balance
Idaho State Investment Pool	
LGIP Acct 1399	38,304,060.47
LGIP Acct 1441	271,171.47
First Financial Equity Corporation	
General Accts Investments	23,009,915.46
Contingency Accts	5,907,806.88
Replacement & Reserve Accts	51,567,562.92
Moreton Capital Investments	
Moreton Securities	19,642,910.14
Mountain West bank	
Repurchase Sweep Account	38,065,811.92
Checking Account	75,002.53
Cash on Hand	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	430.00
Park	608.00
Planning and Zoning	150.00
Total	$ 176,846,504.79

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

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

City of Post Falls

Treasurer's Report of Cash and Investment Transactions

7/31/2023

FUND	BALANCE 06/30/2023	RECEIPTS	DISBURSEMENTS	BALANCE 07/31/2023
001 - GENERAL FUND	$ 36,232,558.95	$ 7,209,893.73	$ 3,126,622.34	$ 40,315,830.34
002 - COMPREHENSIVE LIABILITY	411,068.30	$ 13,237.18	$ -	424,305.48
003 - PERSONNEL BENEFIT POOL	(506,516.13)	$ 370,782.10	$ 359,237.68	(494,971.71)
004 - STREET LIGHTS	131,503.31	$ 278.65	$ -	131,781.96
007 - DRUG SEIZURE PROGRAM	141,981.39	$ 28,094.49	$ 906.00	169,169.88
008 - 911 SUPPORT	2,374,384.39	$ 26,207.38	$ 8,008.19	2,392,583.58
011 - FACILITY BUILDING RESERVE	8,556,671.74	$ 59,886.47	$ -	8,616,558.21
017 - ANNEXATION FEES	3,024,903.72	$ 8,392.62	$ 10,026.00	3,023,270.34
023 - SPECIAL EVENTS	342,817.05	$ 11,741.82	$ 10,825.02	343,733.85
029 - CEMETERY CAPITAL IMPROVEMENT	405,849.58	$ 9,879.05	$ -	415,728.63
034 - KOOTENAI FIRE/EMS IMPACT FEES	113,164.57	$ 113,930.93	$ 106,056.18	121,039.32
035 - PUBLIC SAFETY IMPACT FEES	2,192,460.48	$ 40,435.36	$ 3,091.48	2,229,804.36
037 - STREETS IMPACT FEES	5,591,270.18	$ 379,947.52	$ 250,826.22	5,720,391.48
038 - PARKS IMPACT FEES	3,985,466.74	$ 244,535.65	$ 156,079.65	4,073,922.74
039 - STREETS CAPITAL PROJECTS	21,282.85	$ 45.10	$ -	21,327.95
402 - LID 99-1	(30,979.88)	$ -	$ -	(30,979.88)
410 - LID 2004	(88,489.52)	$ 1,074.13	$ -	(87,415.39)
450 - LID GUARANTEE	17,764.35	$ 37.64	$ -	17,801.99
650 - RECLAIMED WATER OPERATING	52,172,825.68	$ 1,645,099.02	$ 1,573,814.85	52,244,109.85
651 - RECLAIMED WATER CAPITAL - WWTP	9,909,122.08	$ 618,090.91	$ 1,023,180.16	9,504,032.83
652 - RECLAIMED WATER CAPITAL - COLLECTOR	17,892,291.00	$ 1,291,400.27	$ 65,419.35	19,118,271.92
700 - SANITATION	1,155,916.18	$ 425,955.78	$ 44,687.79	1,537,184.17
750 - WATER OPERATING	21,404,094.16	$ 545,898.91	$ 361,127.78	21,588,865.29
753 - WATER CAPITAL	5,372,476.12	$ 107,638.48	$ 29,957.00	5,450,157.60
GRAND TOTAL:	**$ 170,823,887.29**	**$ 13,152,483.19**	**$ 7,129,865.69**	**$ 176,846,504.79**

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

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

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Joint Powers Subscriber Agreement with ICRMP

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Calendar, the City Council authorizes the Mayor's signature on the joint powers agreement with ICRMP.

DISCUSSION:
This agreement clarifies the City's membership with ICRMP (Idaho Counties Risk Management). This Organization provides insurance and risk management program for the City of Post Falls.

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

APPROVED OR DIRECTION GIVEN:
Council approved the Joint Powers Agreement with ICRMP.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. Joint Powers Subscriber Agreement

JOINT POWERS SUBSCRIBER AGREEMENT

Idaho Counties Risk Management Program, Underwriters

This ***JPA*** is entered into pursuant to Idaho Code, Sections 67-2326 through 67-2333, by political subdivisions of the state of Idaho as defined by the Idaho Tort Claims Act, as subscribers to counterparts of this ***JPA***, for the purpose of operating a separate legal entity to be known and designated as the Idaho Counties Risk Management Program, Underwriters, hereinafter referred to as "***ICRMP***". ***ICRMP*** is a reciprocal insurer organized under Idaho Code, Title 41, Chapter 29.

It is agreed among the ***members*** of ***ICRMP***, all of which have accepted this ***JPA*** or a prior counterpart, that by virtue of accepting the terms of this version of the Joint Powers Subscriber Agreement, hereinafter referred to as "***JPA***", by approving a prior counterpart and subsequently renewing participation after changes to a prior counterpart have been implemented by the Board of Trustees or by paying a premium of insurance as billed, as follows:

Whereas political subdivisions of the State of Idaho have the authority to purchase liability insurance for themselves and their employees pursuant to Idaho Code § 6-923 and to contract for property and other insurance coverage as they deem necessary or proper pursuant to Idaho Code § 67-2328; and

Whereas it is to the mutual benefit of political subdivisions to join together to establish the legal entity created by this ***JPA*** to accomplish the purposes hereinafter set forth; and

Whereas the laws of the State of Idaho authorize the formation of what has been classified as a reciprocal insurer by political subdivisions without abrogating any privileges or immunities accorded to them by law; and

It is agreed in consideration of the mutual advantages, obligations and benefits to each political subdivision and the mutual covenants herein contained, the members of ***ICRMP***, with the consent and concurrence of the subscribing political subdivision:

ARTICLE I. DEFINITIONS.

As used in this JPA, the following terms shall have the respective meanings hereinafter set forth:

(1) ***Board.*** The Board of Trustees of ***ICRMP***, which shall serve as the Subscribers' Advisory Committee, as such is required by Idaho Code Title 41, Chapter 29.

(2) ***Executive Director***. The person designated by the ***Board*** to exercise the authority and to fulfill the duties of the chief administrative officer of ***ICRMP.***

(3) ***ICRMP***. The Idaho Counties Risk Management Program, Underwriters, a pooled insurance and risk management program established pursuant to the statutes of this state as an

independent Idaho governmental entity and licensed as a reciprocal insurer pursuant to Idaho Code Title 41, Chapter 29.

(4) ***JPA.*** This agreement more formally known as the Joint Powers Subscriber Agreement, wherein political subdivisions agree to participate in the insurance and related risk management offerings as a result of that insurance of ***ICRMP*** as set forth by the ***Board***.

(5) ***Members.*** The political subdivisions, which qualify and agree to the terms of this ***JPA*** or such ***JPA*** as revised upon approval by the ***Board*** from time to time.

ARTICLE II. ESTABLISHMENT, PURPOSE, FINANCING AND DURATION OF ICRMP.

This ***JPA*** is intended to continue the organization and operation of ***ICRMP*** into future years upon the foundation laid by prior joint powers agreements. This ***JPA*** supersedes all prior ***ICRMP JPAs*** and will become effective for all ***members*** on the date identified in the footer of this version of the ***JPA*** upon acceptance of the tender of continued participation offered during the annual renewal process in which a policy of insurance is issued. Changes to the ***JPA*** are deemed accepted either by express action by the governing board or by renewing participation in ***ICRMP*** by paying the determined premium for the policy of insurance issued for a succeeding year.

(1) It is the intent of the ***members*** of ***ICRMP*** to create a separate entity of unlimited duration that will administer an insurance and related risk management program and use funds paid by ***members*** to defend and indemnify, in accordance with this ***JPA*** and issued policy(ies) of insurance, any ***ICRMP members*** against liability or loss as described in the issued policy of insurance, up to the limits of the policy of insurance issued by or procured through ***ICRMP***.

(2) All income and assets of ***ICRMP*** shall be at all times dedicated to the ultimate benefit of its ***members*** in matters of insurance and related risk management programs, inclusive of matters not directly addressed by ***ICRMP*** issued policies.

(3) It is the intent of the ***members*** that ***ICRMP members*** share the costs of insurance and related risk management obligations which the ***members*** desire to implement.

(4) Participation in ***ICRMP*** shall be comprised of those political subdivisions that have approved this ***JPA*** or one of its prior iterations and that have agreed to pay the required premium for the issued policy of insurance. ***Members*** agree to the admission of future ***members*** in accordance with provisions of the current ***JPA*** and acknowledge that they shall have no right to object to the addition of such ***members***. The ***Board***, or the ***Executive Director***, as delegated by the ***Board***, is authorized to attach conditions to entry into ***ICRMP*** membership or to maintenance of membership in ***ICRMP*** in the interest of protecting the shared interests of participating ***members***. Such conditions may include premium surcharges, coverage limitations, reductions of limits or other methods designed to reduce risk exposure or to protect the shared interests of other ***ICRMP members***.

ARTICLE III. ATTORNEY-IN-FACT POWERS, EXPENSES AND DUTIES.

(1) To the extent required by Idaho Code Title 41, Chapter 29, and not inconsistent with applicable constitutional and statutory obligations and prerogatives, ***member*** hereby appoints ***ICRMP***, as its Attorney-in-Fact empowered to take all actions and execute all documents which are necessary or appropriate in carrying on the business of insurance through ***ICRMP*** on behalf of ***member***.

(2) ***Member*** agrees that the ***Board*** of ***ICRMP*** may delegate powers to an ***Executive Director*** in accordance with this ***JPA***. The ***Executive Director's*** obligations and liability shall be limited by the terms and conditions of ***ICRMP's JPA*** and by the Idaho Tort Claims Act. The ***Executive Director*** appointed by the ***Board*** is hereby empowered by the undersigned to accept service of process on behalf of ***ICRMP***. Such authorization does not supersede the procedural requirements of this ***JPA***. The general services to be performed by the ***Executive Director*** shall include, but not be limited to:

(a) issuing, underwriting and servicing policies of insurance;
(b) contracting with agents for sale and servicing of policies of insurance;
(c) executing treaties of reinsurance or contracts of excess insurance;
(d) providing risk management services and administering programs to diminish claims for damages; and
(e) supervising the investment policy of ***ICRMP***.

(3) The general items of expense to be paid by ***ICRMP*** shall include, but not be limited to:

(a) losses and claims payments;
(b) allocable claims expense;
(c) governmental charges, license fees, and lawful taxes;
(d) expenses incurred in auditing ***ICRMP's*** books and records;
(e) premium amount collection costs;
(f) ***Board*** expenses;
(g) premiums on reinsurance and excess insurance;
(h) fees of investment counsel and direct investment expense;
(i) salaries and expenses of officers and employees of ***ICRMP***;
(j) disbursement of dividends;
(k) special expenses authorized by the ***Board*** of ***ICRMP***;
(l) broker and producer commissions;
(m) indemnity insurance premiums;
(n) office expenses;
(o) actuarial, auditing, legal, risk management and loss prevention expenses, and
(p) awarding grants to ***members***.

(4) The Power of Attorney conveyed herein shall expire upon termination of all obligations of ***ICRMP.*** The liability of each ***member*** for the obligations of ***ICRMP*** shall be an individual, several and proportionate liability and not a joint liability. The liability of each ***member*** shall be limited as stated in this ***JPA*** provided, however, that in no event shall any ***member*** be

required to contribute more than the amount authorized by applicable state statutes and constitutional provisions pursuant to which ***ICRMP*** is established.

ARTICLE IV. SCOPE OF POLICY OF INSURANCE.

(1) In accordance with Idaho Code § 41-2921, ***member*** acknowledges that its policy of insurance transfers risk of loss from the ***member*** to ***ICRMP*** subject to the terms, conditions and exclusions addressed by its issued policy of insurance.

(2) ***Member*** acknowledges that not all risks are insurable and that any excluded risks or claims will not be transferred to ***ICRMP*** as a result of this ***JPA***.

(3) In the event that a claim or a series of claims exceeds the amount of coverage provided by the ***member's*** policy of insurance, payment of claims and expenses are the sole and separate obligation of the individual ***member*** or ***members*** against whom the claim was made resulting from litigation or settlement. No ***member*** shall be entitled to a contribution from other ***members*** to cover the cost of claims that exceed the coverage or limits of its policy of insurance, or are not covered by its policy of insurance.

ARTICLE V. ICRMP POWERS AND DUTIES.

The powers of ***ICRMP*** to perform and accomplish the purposes set forth above shall be to:

(1) Employ agents, employees and independent contractors.

(2) Purchase, sell, own, encumber and lease real property; to incur obligations on behalf of ICRMP to the extent permitted by Idaho statutes and the Idaho Constitution; and to purchase, sell, or lease equipment, machinery, and personal property.

(3) Invest funds.

(4) Carry out educational and other programs relating to risk management, including the prerogative to offer discounts or credits upon demonstrating compliance with standards for ***Board*** approved risk reduction methods or plans.

(5) Create, collect funds for, and administer an insurance and related risk management program.

(6) Purchase excess insurance and/or reinsurance to supplement the self-insured retention.

(7) Provide property and casualty insurance, risk management, underwriting, claims adjustment, training, and consultation, or to contract for such services, including the defense and settlement of claims, subject to specific limitations and/or restrictions, imposed and adopted by the ***Board***.

(8) Carry out such other activities as are necessarily implied or required to carry out the purposes of ***ICRMP***, even though such undertakings might not be known at the time of entering into this ***JPA*** or might not be included within the specific powers enumerated in this article.

(9) Sue and be sued.

(10) Enter into contracts.

(11) Reimburse ***Board*** members for approved expenses incurred in attending to Board responsibilities.

(12) Provide security, insurance or bonds regarding the official responsibilities of all officers, Board members and employees of ***ICRMP***.

(13) Borrow funds with approval by the ***Board*** as necessary for current operating purposes, so long as repayment is achieved before the conclusion of the subsequent fiscal year.

(14) Establish terms and conditions of initial or continued membership in ***ICRMP***.

ARTICLE VI. MEMBERS' RIGHTS AND OBLIGATIONS - DISPUTE RESOLUTION PROCEDURES.

Warranty of Eligibility – Each ***member*** authorizing participation in ***ICRMP*** by approval of this JPA and execution by an authorized official hereby warrants that it is a political subdivision of the state of Idaho as defined by the Idaho Tort Claims Act and thereby eligible to be a ***member*** of ***ICRMP***. By such warranty each ***member*** consents to its immediate separation from ***ICRMP*** participation upon discovery that it is not a qualifying political subdivision. Each ***member*** also agrees that it will indemnify ***ICRMP*** for any loss ***ICRMP*** may suffer by virtue of the inapplicability of privileges and immunities otherwise available to political subdivisions of the state of Idaho by virtue of the mischaracterization of any ***member*** as a qualified Idaho political subdivision.

(1) An individual ***member*** of ***ICRMP***, acting through their respective governing boards, shall have the right to:

(a) Petition the ***Board*** to be heard as described below.

(b) Request withdrawal of participation. ***Members*** recognize that ***ICRMP*** is managed for long-term participation and that ***JPAs*** that support ***ICRMP*** operation are of one-year or longer duration. Consequently, withdrawal during the course of a policy of insurance year may be subject to additional financial obligation for the ***member*** as determined by the ***Board***.

(c) After its membership in ***ICRMP*** exceeds one year, to nominate, recommend or vote concerning selection of a representative to serve on the ***Board***.

(2) The obligations of ***members*** of ***ICRMP*** shall be as follows:

(a) To pay promptly all premiums of insurance to ***ICRMP*** at such times and in such amounts as shall be established by the ***Board*** pursuant to this ***JPA***. Any delinquent payments may incur interest, penalties or other financial consequences as determined by resolution of the ***Board.***

(b) To allow **ICRMP*'s*** agents and employees reasonable access to all premises and records of the ***member***, required for the administration of ***ICRMP***.

(c) To cooperate fully with ***ICRMP's*** attorneys, claims adjusters and any other employee or officer of ***ICRMP*** in activities relating to the purposes and powers of ***ICRMP***.

(d) To make good faith efforts to follow the safety, loss reduction, risk management, and loss prevention recommendations made by ICRMP.

(e) To provide ***ICRMP*** no less frequently than annually, or in accordance with the issued policy of insurance, with information demonstrating the value of insured real and personal properties.

(f) To utilize procedures regarding a dispute over the application of the terms of the ***JPA*** or insurance coverage, prior to communicating such dispute to a state or federal administrative agency or official, or prior to initiating legal or equitable proceedings against ***ICRMP***. ***Members*** expressly agree to follow the dispute resolution procedures as described in this ***JPA*** before filing any claim in law or equity against ***ICRMP*** or any ***ICRMP*** employee or ***Board*** member in any court or before a regulatory agency. ***Member*** expressly agrees that failure to exhaust the internal dispute resolution procedures described in this ***JPA*** constitutes a material breach of this ***JPA***. ***Member*** agrees that ***ICRMP*** may enforce this provision. A ***member*** that pursues any action or proceeding against ***ICRMP*** in court or before a regulatory agency agrees to reimburse ***ICRMP*** its reasonable costs and attorney fees incurred in defense of any such suit or administrative proceeding if the matter has not first been brought to the ***Board*** pursuant to the dispute resolution procedure as described in this ***JPA***. The restrictions contained in this subsection may be waived only upon written agreement of the ***Board***.

(3) The procedure of dispute resolution shall be:

(a) Filing a written statement by the ***member*** stating the specific basis for disagreement. All written statements must be sent to the ***Executive Director*** prior to ***Board*** involvement. Such filing shall be followed by a conference with the ***Executive Director***, in person or by electronic means, to attempt to resolve the dispute. The ***Executive Director*** shall respond to the ***member*** in writing not more than ten (10) business days after the conference. Such written response shall set forth the basis of the ***Executive Director's*** decision concerning the matter.

(b) Following receipt of the ***Executive Director's*** written response, ***member*** may request review of the determination of the ***Executive Director*** by the ***Board***. Any such request shall be made in writing, setting forth the specific basis for the request and the particular reasons for disagreement with the determination of the ***Executive Director***.

(c) The ***Board*** may hear an oral presentation, not in excess of one hour, by the ***member*** governing board, or its attorney, or resolve the matter based upon the written request for review. The ***Board*** will have the option of obtaining a response from ***ICRMP*** staff. The ***Board*** shall issue its decision in writing within thirty (30) days of the oral presentation by the ***member*** or review of the written request for review or reconsideration, unless the ***Board*** determines good cause to extend the time for issuing its decision. The ***Board*** may consult with its staff, legal advisers and/or consultants. The written decision of the ***Board*** shall be final. Until a final decision is made pursuant to the procedures set forth in this Article, no ***member*** may initiate or institute legal or equitable actions against ***ICRMP***, its officers, or employees, arising out of the application of the ***JPA***. No claim or complaint shall be initiated by a ***member*** before a state or federal administrative agency or official without completing the dispute resolution procedure set forth herein.

(d) The ***Board*** reserves the right to vary the foregoing procedures as necessary to accommodate the interests of ***ICRMP***, its ***members***, or others with an interest in the just resolution of differences regarding application of the ***JPA*** or insurance coverage.

ARTICLE VII. PREMIUM OF INSURANCE.

The ***Board*** shall institute methods to establish annual or periodic premium of insurance amounts for ***members***. ***ICRMP*** may change such amounts charged to any ***member*** from year to year to reflect changes in ***ICRMP*** operating costs, changes in risk resulting from operational changes, changes in property values or ownership, reevaluation of operating risks, ***member*** conduct, or refusal to participate in safety, loss prevention, or risk management programs, or for other reasons established by the ***Board***. Conversely, ***ICRMP*** may offer premium discounts to any ***member*** that faithfully participates in loss prevention, risk management, and safety programs or for other reasons established by ***ICRMP***. Each ***member's*** premium for the policy of insurance amount shall be calculated in accordance with rate determination methods approved by the ***Board*** for any policy of insurance year. It is agreed that the ***Board's*** rate determination will not be inadequate, excessive, or unfairly discriminatory, relative to the assessable risk of each ***member*** as determined by the ***ICRMP Board***. ***Members*** acknowledge that rate-setting involves risk and exposure assumptions that rely upon the professional judgment of the ***Board*** and its staff and advisors. No ***member*** may be further assessed during a policy of insurance year unless in response to a material change in property or activities not disclosed or addressed at the time of annual renewal. Additional premium for the policy of insurance amounts may be charged when changes are made to covered property or activities during the course of a policy of insurance year. ***ICRMP*** reserves the right to condition continued participation by any ***member*** upon compliance with specific performance requirements, payment of modified deductible amounts and such other measures as ***ICRMP*** deems necessary or appropriate. ***ICRMP*** reserves, the right to cancel or refuse to renew insurance coverage, in accordance with Idaho law.

ARTICLE VIII. BOARD OF TRUSTEES – ELECTION, APPOINTMENT AND REMOVAL.

The ***Board*** shall be comprised of nine (9) elected public officials, six (6) of whom shall be county commissioners, two (2) city mayors, and one (1) special purpose district governing board member. The electoral/appointive boundaries for the ***Board*** shall be organized as follows as long as they are ***members*** of this ***JPA***:

(1) County District I: Counties of Boundary, Bonner, Kootenai, Benewah and Shoshone.

(2) County District II: Counties of Latah, Clearwater, Nez Perce, Lewis and Idaho.

(3) County District III: Counties of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, and Owyhee.

(4) County District IV: Counties of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls and Cassia.

(5) County District V: Counties of Bingham, Power, Bannock, Caribou, Oneida, Franklin and Bear Lake.

(6) County District VI: Counties of Lemhi, Custer, Clark, Fremont, Butte, Jefferson, Madison, Teton and Bonneville

(7) Region I: Mayor of a city from within Districts I, II, and III.

(8) Region II: Mayor of a city from within Districts IV, V and VI.

(9) Special District Member: Elected official of any ***member*** other than a county or city, selected by a vote of the ***Board***, chosen from nominees submitted by elected officials for ***member*** Special Districts.

Each member of the ***Board*** shall serve for a period of two (2) years, or until a successor is elected or appointed. Four (4) members of the ***Board*** (even-numbered County Districts and the Region II seat) shall be elected for two (2) year terms in the final months of odd-numbered years, while another five (5) members of the ***Board*** (odd-numbered County Districts and the Region I seat plus the Special District Member shall be elected/appointed for two (2) year terms in the final months of even-numbered years. The ***Executive Director*** shall administer the election process so as to allow election results to be canvassed by the ***Board*** prior to undertaking official ***Board*** business in the succeeding calendar year. The respective boards of county commissioners of each ***member*** county may vote for their District ***member*** of the ***Board***; governing boards of cities may vote for regional City representatives; and Special District ***member*** candidates may be nominated by governing boards of ***member*** Special Districts. Incumbent ***Board*** trustees may qualify for inclusion on a subsequent election ballot by expressing a desire to do so in writing to the ***Executive Director***. Ballots must be received by ***ICRMP*** at a time and place specified by the ***Executive Director***. Each trustee of the ***Board*** shall serve from the date of the first ***Board*** meeting in the year succeeding his/her election/appointment through the conclusion of his/her term unless re-elected/reappointed. Should any seat on the ***Board*** become vacant, the ***Board*** may fill such vacancy for the remainder of the former official's term by appointment of another official.

At any time during the term of a trustee, such trustee may be removed by either of two (2) methods. The first method by which an elected trustee may be removed is by ***Board*** receipt of a declaration of no confidence by the governing boards of the previously voting ***member*** entities equal to at least one-half (1/2) plus one of the number of votes received by the trustee when the trustee was most recently elected to the ***Board***.

The second method is a vote by a majority of members of the ***Board***, excluding the trustee that is the subject of the declaration. After a majority vote, the ***Board*** shall submit a declaration to the trustee's constituent electors, stating the reasons therefore.

Any trustee holding an appointive or *ex-officio* non-voting position may be removed by majority vote of the ***Board***.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF TRUSTEES.

The ***Board*** shall have the following powers and duties to:

(1) Annually elect a chair and vice-chair.

(2) Establish procedures for determining premium amounts for policies of insurance for ***members***.

(3) Establish the insurance and risk management program design.

(4) Select an ***Executive Director***, to supervise the business of ***ICRMP*** and carry out other functions delegated by the ***Board*** and the ***Executive Director*** may in turn select all personnel and contractors necessary for the administration of ***ICRMP.***

(5) Establish a schedule for ***Board*** meetings and set a place for such meetings. All Idaho law applicable to public meetings shall be observed. A majority of seated trustees (as opposed to unfilled seats) shall constitute a quorum to do business. All decisions of the quorum shall require a majority vote of the trustees present and voting at a meeting, unless otherwise required by law.

(6) Exercise all powers of ***ICRMP***, except powers reserved to the ***members***.

(7) Adopt, and oversee ***ICRMP's*** budget.

(8) Receive reports concerning ***ICRMP*** activities and to make reports to the ***members***.

(9) Provide for underwriting, claims and risk management procedures.

(10) Provide for the investment and disbursement of funds.

(11) Enact resolutions establishing procedures governing its own conduct and the powers and duties of its officers, not inconsistent with this ***JPA*** and applicable provisions of law.

(12) Approve all ***ICRMP*** internal policies.

(13) Form committees and determine the method of appointment and terms of members of committees.

(14) Submit to ***members*** an amended ***JPA*** upon adoption and at the date of periodic renewal, for re-adoption, express acceptance, or payment of a premium for a policy of insurance by ***members***.

(15) Dissolve ***ICRMP*** when ***Board*** action is accompanied by a two-thirds (2/3) vote of the entire then-current ***members***, provided that a notice of intent to dissolve ***ICRMP*** shall be given to the Director of the Department of Insurance of the State of Idaho at least ninety (90) days prior to the proposed effective date. Like notice of such intent shall be provided to all ***members*** at least thirty (30) days before any such vote regarding dissolution in compliance with title 41, Idaho Code and other applicable statutes. Assets remaining after discharge of its indebtedness and policy of insurance obligations, the return of any surplus made and the return of any unused premium, savings or credits then standing on ***members*** accounts, shall be distributed to its ***members*** who were such within the twelve (12) months prior to the last termination of its certificate of authority, according to such reasonable formula as the Director of the Department of Insurance may approve pursuant to Idaho law.

(16) Appoint or remove non-voting *ex-officio* members of the ***Board***.

(17) Do or delegate all acts necessary and proper for the implementation of this ***JPA***.

(18) Maintain available funds in amounts reasonably sufficient to annually provide the resources necessary to fund ***ICRMP's*** general and administrative expenses, any reinsurance or excess insurance requirements, to pay the current year's claims and claims expenses and to sustain the financial stability of ***ICRMP***, in addition to funds necessary to meet ***ICRMP's*** obligation to satisfy the requirements of any regulatory authority.

(19) Approve all non-renewals or cancellations of policies of insurance.

ARTICLE X. LIABILITY OF BOARD TRUSTEES and EMPLOYEES

The ***Board*** trustees of ***ICRMP*** must use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. ***Board*** trustees shall not be personally liable for any mistake of judgment or other action made, taken, or omitted by them in good faith; nor for any action taken or omitted by any producer, agent, employee, or independent contractor selected with reasonable care. No ***Board*** trustee shall be personally liable for any action taken or omitted by any other trustee. The assets of ***ICRMP*** may be used to defend and indemnify any trustee, officer, or employee for actions taken by each such person in good faith within the scope of his or her authority for ***ICRMP***. ***ICRMP*** may purchase insurance providing coverage for trustees, officers, and employees.

ARTICLE XI. VOLUNTARY MEMBER WITHDRAWAL.

Any ***member*** may request withdrawal from this ***JPA***, by giving notice to the ***Executive Director***, in writing, of its desire to withdraw. Any ***member*** may withdraw from ***ICRMP*** within thirty (30) days after the date that ***ICRMP*** gives notice in writing of an amendment to this ***JPA*** or its accompanying policy of insurance by tendering to the ***Executive Director*** written notice of its intent to withdraw. A voluntarily withdrawing ***member*** shall be deemed to have forfeited any claim of right or equity to any portion of ***ICRMP*** reserves or surplus or to any credit or dividend, should any be declared by the ***Board*** and will be deemed a cancellation request of the currently issued policy of insurance.

ARTICLE XII. BINDING CONTRACTUAL OBLIGATION.

This document shall constitute a ***JPA***, a binding contract, among those political subdivisions that are ***members*** of ***ICRMP***. The terms of this ***JPA*** may be enforced in court by ***ICRMP*** itself or by any of its ***members*** subject to the terms and conditions of applicable laws and this ***JPA***. The consideration for the duties herewith imposed upon the ***members*** to take certain actions and to refrain from certain other actions is based upon the mutual promises and agreements of the ***members*** set forth herein. ***Member*** asserts that it has complied with relevant laws and that it waives its ability to object to the binding nature of this ***JPA*** by virtue of informalities in its approval. Except to the extent of the premium for the policy of insurance paid to ***ICRMP*** agreed to, or such additional obligations as may come about through amendments to this ***JPA***, no ***member*** agrees or contracts herein to be held responsible for any claims in tort or contract made against any other ***member***. The contracting parties intend in the creation of ***ICRMP*** to establish an organization for joint insurance and related risk management only within the scope herein set out and have not herein created as between ***member*** and ***member*** any relationship of general surety or indemnitor, nor by participating herein does any ***member*** otherwise assume responsibility for the debts of or claims against any other ***member***.

ARTICLE XIII. DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON DISSOLUTION OF ICRMP.

In the event that ***ICRMP*** is dissolved, all property or assets acquired by ***ICRMP*** shall be liquidated in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the then-current ***members*** at a rate proportionate to each ***member's*** *pro rata* share of the cumulative premium of insurance paid to ***ICRMP*** for the most recent five (5) fiscal years. Said determination of net asset distribution shall be by the ***Board*** subject to application of the business judgment rule under Idaho law.

ARTICLE XIV. SEVERABILITY.

In the event that any article, provision, clause or other part of this ***JPA*** is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and this ***JPA*** is expressly declared to be severable.

ARTICLE XV. MISCELLANEOUS PROVISIONS

(1) The provisions of this ***JPA*** shall be interpreted pursuant to the laws of the State of Idaho.

(2) The parties hereto consent that courts in the State of Idaho shall have jurisdiction over any dispute arising under this ***JPA*** after exhaustion of the dispute resolution procedures provided for herein.

(3) No waiver of any breach of this ***JPA*** or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

(4) In the event that any provision of this ***JPA*** is in conflict with or is incompatible with the ***member's*** policy of insurance issued hereunder, the terms and conditions of the ***member*** policy of insurance shall prevail and take precedence.

(5) This ***JPA*** may be modified or amended in writing as authorized by the ***Board***. Provided, however, no such modification shall be effective retroactively, or as to any insurance or coverage issued prior thereto. Said modifications may be made effective during a policy of insurance year only to comply with applicable laws respecting operation of ***ICRMP*** or with express consent of the ***member***. Changes may be made to the policy of insurance issued by ***ICRMP*** at any time during the policy year in accordance with rules or statutes governing the business of insurance within the State of Idaho.

(6) ***Member*** agrees to hold ***ICRMP***, its employees, contractors, and/or legal counsel, harmless and without liability to ***member*** from any claims arising out of risk management or related administrative activities undertaken for ***member's*** benefit. ***ICRMP*** assumes no responsibility for the operation of ***member's*** political subdivision. ***Member*** further agrees that communications with attorneys on the ***ICRMP*** staff or retained by ***ICRMP*** to assist a ***member*** to resolve or avoid claims will remain confidential pursuant to the Attorney-Client privilege and that written materials generated as a consequence of such effort to assist ***member*** shall constitute attorney work product. ***Member*** further agrees that the employees, contractors and/or legal counsel of ***ICRMP*** when acting in a risk management capacity are representing

ICRMP, not ***members***, and that information obtained in such risk management capacity may be provided to ***ICRMP*** in order to carry out the purposes of this ***JPA***.

(7) All notices required to be given under this ***JPA*** shall be delivered in writing. Notices by a ***member*** to ***ICRMP*** shall be sent to ***ICRMP'S*** principal place of business. Notices to any ***member*** shall be sent to the ***member's*** last known address. In the event that any party to this ***JPA*** desires to change its address, notice of change of address shall be sent to the other party by United States Mail, or e-mail to intake@icrmp.org.

(8) Other procedural requirements may be established by applicable state law. Additionally, nothing contained in this ***JPA*** shall prohibit the ***ICRMP Board*** from adopting procedural standards or guidelines for the conduct of ***Board*** business or from authorizing administrative policies to guide ***ICRMP's*** internal affairs.

(9) Confidentiality - ***ICRMP*** agrees to keep ***member*** information received confidential under the law of the state of Idaho or federal law. However, in cases of electronic breach of confidential information of a ***member*** or of ***ICRMP***, it is agreed that ***ICRMP*** may share ***member*** confidential information with any governmental entity that will attempt to terminate, alleviate, or rectify the electronic breach, as well as to any appropriate state or federal law enforcement agency.

(10) This ***JPA*** shall be automatically renewed, annually or periodically, consistent with ***Board*** established policy of insurance terms, absent withdrawal, cancellation or nonrenewal.

ARTICLE XVI. EXECUTION AND ATTEST.

In Witness hereof, this ***JPA*** is executed on the _____ day of _________ 20___, by the undersigned who are duly authorized officer(s) of the political subdivision indicated below and by ***ICRMP***, pursuant to action taken by the governing Board of the ***member*** on the ____ day of ________ 20____ or by payment of the required premium of insurance. Such payment of premium for the policy of insurance, execution upon this ***JPA*** or upon execution of a prior counterpart accompanied by continuing renewal shall constitute agreement by the political subdivision to the terms and conditions of membership in ***ICRMP*** until proper written notice of withdrawal is provided as provided herein, or upon cancelation or nonrenewal of insurance under Idaho law.

POLITICAL SUBDIVISION: ___________________________________

By: ____

CHAIRMAN OF THE BOARD, MAYOR, OR OTHER
EXPRESSLY AUTHORIZED OFFICER

Title: ____

Attest/Witness: _________________________________

CLERK OR OTHER AUTHORIZED OFFICER

ACCEPTED FOR THE IDAHO COUNTIES RISK MANAGEMENT PROGRAM, UNDERWRITERS (ICRMP)

By: ________________________________

EXECUTIVE DIRECTOR

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Haycrop Commercial Park Addition Subdivision Construction Improvement Agreement

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

DISCUSSION:
This Agreement reflects the construction phase of the Haycrop Commercial Park Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. The application for plat will be submitted by Medalist Development Inc.

Draft copy attached. Original for signature to clerk prior to meeting.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. CIA FOR SIGNATURE

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the “City”), 408 Spokane Street, Post Falls, Idaho 83854 and **Medalist Development, Inc.** (hereinafter the “Developer”), enter into this Agreement effective the ____ day of ___________ 20___, respecting the development of **Haycrop Commercial Park Addition***,* 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, **Tag Jacklin,** 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
Tag Jacklin, President
Medalist Development, Inc.
4752 W. Riverbend Ave.
Post Falls, ID 83854
(208) 773-6745

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 <u>formal notice</u> 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 <u>NON-WAIVER</u>

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 <u>INTERPRETATION</u>

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 <u>QUALITY CONTROL PROGRAM</u>

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 <u>WORK SCHEDULE</u>

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 <u>MATERIALS</u>

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 17.28.091instead 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:

Actual Cost of All Improvements	Percent to Secure Warranty
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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of ____, 20____, before me, a Notary for the state of Idaho, personally appeared **___________________,** known, or identified to me to be the **_________________** of the ___________________________ that executed this instrument, or the person who executed the instrument on behalf of said ___________________, and acknowledged to me that such ___________________ executed the same.

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

____
Notary Public for the State of Idaho
Residing at: ___________________________
Commission Expires: __________________

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

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

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

____
Notary Public for the state of Idaho
Residing at: ____________________
Commission Expires: _____________

ATTACHMENT “A”
PROPERTY DESCRIPTION
FOR

Haycrop Commercial Park Addition

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

ATTACHMENT “A”

HAYCROP COMMERCIAL PARK

LEGAL DESCRIPTION

Parcel 1:

That portion of the Southwest Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the West quarter corner of said Section 19, from which the Southwest corner of said section bears South 01°01'59" West, a distance of 2,640.05 feet; thence

South 88°55'52" East along the north line of said Southwest Quarter, a distance of 1,356.21 feet; thence

South 00°59'01" West, a distance of 1,189.76 feet, more or less, to the centerline of the Spokane International Railroad; thence

North 63°38'33" West along said centerline, a distance of 1,501.52 feet, more or less, to a point on the west line of said Southwest Quarter; thence

North 01°01'59" East along said west line, a distance of 548.34 feet, more or less, to the POINT OF BEGINNING. EXCEPT any portion lying within the rights-of-way of State Highway 41 and the Spokane International Railroad.

ALSO EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded December 15, 2009 as Instrument No. 2245262000, records of Kootenai County, Idaho.

ALSO EXCEPT that portion conveyed to the State of Idaho by Warranty Deed recorded March 26, 2020 as Instrument No. 2742719000, records of Kootenai County, Idaho.

Parcel 2:

A parcel of land being a portion of the South half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19 being a 2.5 inch zinc cap marked per CP&F Instrument Number 2550208000, Records of Kootenai County, from which the Southeast Section Corner bears South 89°18'14" East 2648.35 feet; thence along the East line of the Southwest Quarter of said Section 19, North 00°57'58" East 25.00 feet to the North Right-of-Way of Prairie Avenue being the True Point of Beginning;

thence along the North Right-of-Way of said Prairie Avenue, North 88°29'43" West 1274.96 feet;

thence leaving said North Right-of-Way, North 00°59'04" East 758.03 feet;

thence South 88°36'08" East 1332.18 feet;

thence South 00°57'53" West 759.71 feet to the North Right-of-Way of said Prairie Avenue;

thence along said North Right-of-Way, North 89°18'14" West 57.50 feet to the True Point of Beginning.

EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded September 22, 2022 as Instrument No. 2916123000 and re-recorded September 23, 2022 as Instrument No. 2916360000, records of Kootenai County, Idaho.

Parcel 3:

A parcel of land being a portion of the South half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19 being a 2.5 inch zinc cap marked per CP&F Instrument Number 2550208000, Records of Kootenai County, from which the Southeast Section Corner bears South 89°18'14" East 2648.35 feet; thence along the East line of the Southwest Quarter of said Section 19, North 00°57°568" East 25.00 feet to the North Right-of-Way of Prairie Avenue; thence along said North Right-of- Way, South 89°18'14” East 57.50 feet; thence leaving said North Right-of-Way, North 00°57°'53” East 759.71 feet being the True Point of Beginning;

thence North 88°36'08" West 1332.18 feet;

thence North 00°59'04" East 622.11 feet to the southerly line of the Abandoned Railroad Right-of-Way,

thence along the southerly line of said Abandoned Railroad Right-of-Way, South 63°38'41" East 1474.35 feet to the True Point of Beginning.

EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded September 22, 2022 as Instrument No. 2916123000 and re-recorded September 23, 2022 as Instrument No. 2916360000, records of Kootenai County, Idaho.

Parcel 4:

A parcel of land being a portion of the Southwest Quarter of Section 18, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the Center Section Corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the East Quarter Corner bears South 88°55'41" East 2648.06 feet; thence along the North line of said Southwest Quarter, North 88°55'51" West 782.15 feet to the True Point of Beginning,

thence leaving said East-West Center Section line, South 00°57'51" West 1251.41 feet; thence North 89°02'09" West 111.29 feet;

thence South 26°21'27" West 57.06 feet to the northerly line of the Abandoned Railroad Right-of-Way; :

thence along the northerly line of said Abandoned Railroad Right-of-Way, North 63°38'41" West 394.68 feet;

thence North 00°59'04" East 1134.62 feet to the North line of said Southwest Quarter; thence along said North line, South 88°55'51" East 491.92 feet to the True Point of Beginning.

Parcel 5:

A parcel of land being a portion of the Southwest Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, idaho, and more particularly described as follows:

Commencing at the Center Section Corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the East Quarter Corner bears South 88°55'41” East 2648.06 feet; thence along the North line of Southwest Quarter of said Section 19, North

88°55'51" West 382.15 feet to the True Point of Beginning;

thence leaving the North line of said Southwest Quarter, South 00°57'51" West 1250.68 feet;

thence North 89°02'09" West 400.00 feet;

thence North 00°57'51" East 1251.41 feet to the North line of said Southwest Quarter; thence along said North line, South 88°55'51" East 400.00 feet to the True Point of Beginning.

Parcel 6:

A parcel of land being a portion of the South half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows: '

Beginning at the Center Section Corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the East Quarter Corner bears South 88°55'41" East 2648.06 feet;

thence along the North line of the Southeast Quarter of said Section 19, South 88°55'41" East 57.44 feet; thence leaving the North line of said Southeast Quarter, South 00°57'53" West 1274.89 feet;

thence North 72°37'35" West 88.56 feet;

thence North 89°02'09" West 354.62 feet;

thence North 00°57'51" East 1250.68 feet to the North line of the Southwest Quarter of said Section 19;

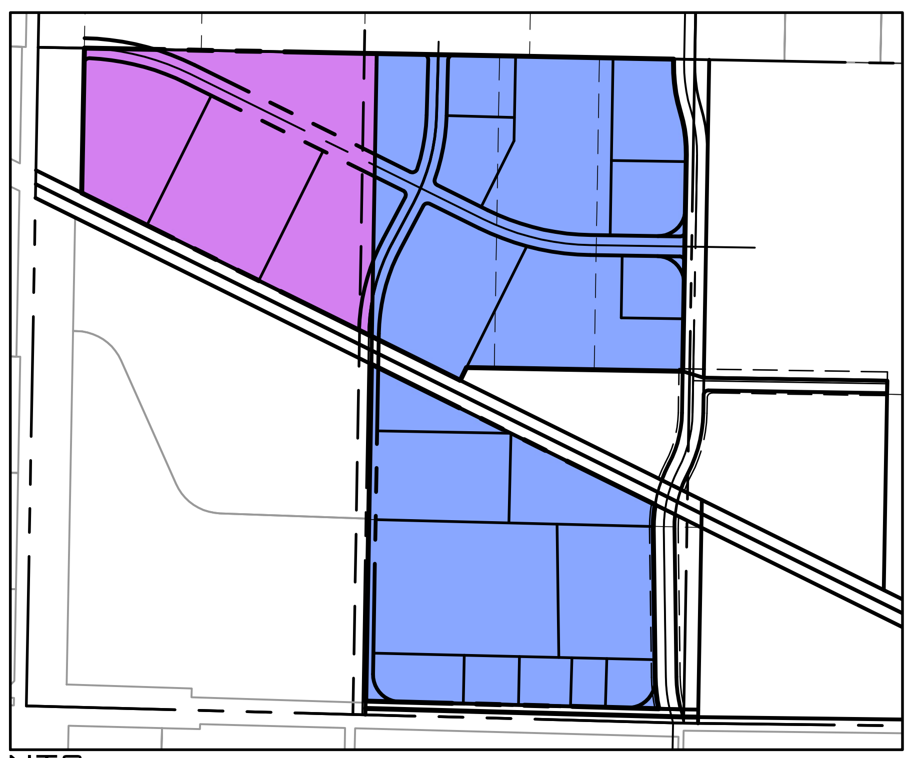
thence along the North line of said Southwest Quarter, South 88°55'51" East 382.15 fest to the Point of Beginning.

EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded November 17, 2022 as Instrument No. 2921961000, records of Kootenai County, Idaho.

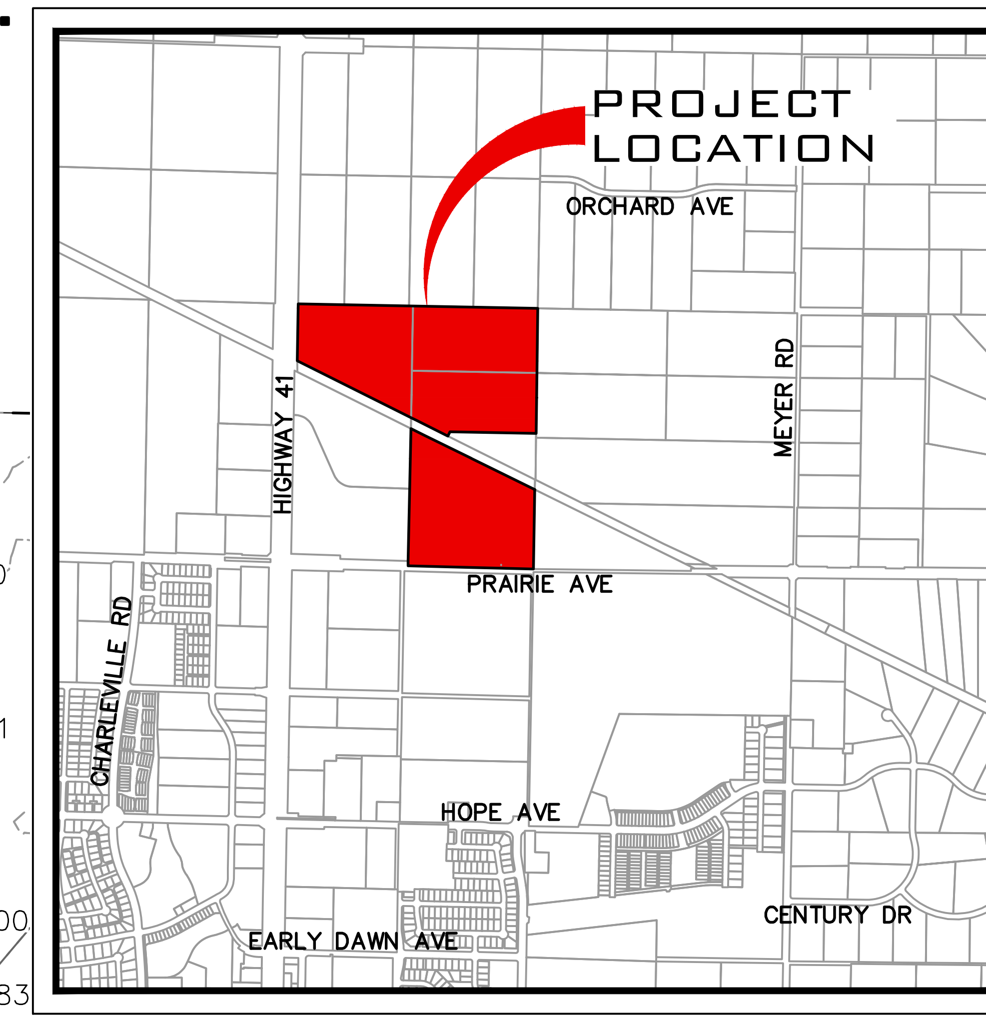
PRELIMINARY PLAT
HAYCROP COMMERCIAL PARK
LOCATED IN A PORTION OF THE SW 1/4, SEC 19, T 51 N, R 04 W, B.M. KOOTENAI COUNTY, ID

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

SITE DATA		
PARCEL NUMBER	51N04W-19-7100 51N04W-19-6900 51N04W-19-4800 51N04W-19-5000 51N04W-19-5200 P-0000-019-5400	
ZONING	CCS	
ZONING	CCM	
	SF	AC
PROJECT AREA	3,786,958.80	86.94
NUMBER OF LOTS	22	
AREA OF LOTS	3,452,308.14	79.25
AREA OF RIGHT OF WAY	3,786,936.80	86.94
MIN LOT AREA	27,366.76	0.63
MAX LOT AREA	392,765.17	9.02



NTS



VICINITY MAP

SHEET INDEX

ENGINEER/CONTACT
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: RAYMOND D KIMBALL, P.E.

SURVEYOR
WHIPPLE CONSULTING ENGINEERS 21 SOUTH PINES
SPOKANE VALLEY, WA 99206 PHONE: 893-2617
CONTACT: RAYMOND D KIMBALL, P.L.S.

OWNER/DEVELOPER
MEDALIST DEVELOPEMENT
4752 W RIVERBEND AVE
POST FALLS, ID 83854

PROFESSIONAL ENGINEER REGISTERED 11617 STATE OF IDAHO RAYMOND D. KIMBALL

NAVD - 88
NGS R-352: FOUND 3" BRASS CAP (SV0627)
ELEVATION: 2142.19

SCALE:		PROJ #:	22-3385	CIVIL
HORIZONTAL:	1"=300'	DATE:	02/15/23	STRUCTURAL
VERTICAL:	N/A	DRAWN:	SLS	SURVEYING
		REVIEWED:	RDK	TRAFFIC
				X PLANNING
				LANDSCAPE
				OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

HAYCROP COMMERCIAL PARK
PRELIMINARY PLAT COVER
PRAIRIE AVE & HIGHWAY 41
POST FALLS, ID

SHEET
PP1
JOB NUMBER
22-3385

P:\WCE_WORK\2022 WCE PROJECTS\2022-3385 JACKLIN- 41 PHASE 2\DWG\3385-PPLAT.DWG PLOT DATE: 02/16/23

P:\WCE_WORK\2022 WCE PROJECTS\2022-3385 Jacklin- 41 Phase 2\DWG\3385-PPLAT.dwg, 2/16/2023 10:22:56 AM, sschutz, AutoCAD PDF (General Documentation).pc3

ATTACHMENT “B”
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

Medalist Development, Inc.

FOR

Haycrop Commercial Park Addition

__X__ Street surfacing or infill paving

__X__ Monumentation

__X__ Electric

__X__ Curbs and gutters

__X__ Street lighting

__X__ Gas

__X__ Sidewalks

__X__ Telephone

__X__ Drainage

__X__ Street Signs (Replacement)

__X__ Cable TV

__X__ Water

__X__ Landscaping (Swales)

__X__ Sanitary Sewer

__X__ Improvements shown on construction plans attached as Appendix I to this Agreement

____ Other – as follows:

ATTACHMENT “C”
COST ESTIMATES
FOR

Haycrop Commercial Park Addition

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: **$ 1,437,157.86**

2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **$ 369,769.25**

3. Other improvements for which bonding is required: $ -0-

4. Street trees within public right-of-way: **$ 41,400.00**

5. Total cost of improvements: **$ 1,848,327.11**

6. Warranty amount: **$ 92,416.36**

ATTACHMENT “C-1”
DETAILED COST ESTIMATES
FOR

Haycrop Commercial Park Addition

Developer to submit detailed cost estimates.

PROJECT **HAYCROP COMMERCIAL PARK**

MEDALIST DEVELOPMENT, INC

ITEM NO	ITEM	UNIT	QUANTITY	TOTAL COST PER UNIT	TOTAL COST
	ONSITE STREETS				
	TOPSOIL STRIPPING	CY	23,200	$ 4.45	$103,240.00
	SITE GRADING	CY	23,200	$ 4.30	$99,760.00
	SUBGRADE PREPARATION	SY	33,500	$ 2.25	$75,375.00
	SWALES AND LANDSCAPING	SF	53,600	$ 0.95	$50,920.00
	PEDESTRIAN RAMPS	EA	13	$ 2,050.00	$26,650.00
	CURBS	LF	5,300	$ 25.00	$132,500.00
	SIGNS	L.S.	1	$ 90,000.00	$90,000.00
	STRIPING	L.S.	1	$ 12,500.00	$12,500.00
	3/6" PAVING	SY	11,100	$ 24.50	$271,950.00
	2/4" PATHWAY PAVING (10FT WIDE)	SY	2,000	$ 26.75	$53,500.00
	4" THICK CONCRETE SIDEWALK	SF	9,000	$ 5.50	$49,500.00
	SCUPPERS	EA	57	$ 275.00	$15,675.00
	TYPE 2 & 3 BARRICADES	LS	1	$ 750.00	$750.00
	4" PVC IRRIGATION SLEEVES	LF	20	$ 13.00	$260.00
	CONCRETE SPLITTER ISLANDS	SF	1,500	$ 12.00	$18,000.00
	6" TRUCK APRON	SF	3,200	$ 12.00	$38,400.00
	STREET LIGHTS	EA	17	$ 1,100.00	$18,700.00
	DRYWELLS	EA	6	$ 2,600.00	$15,600.00
	CONCRETE APPROACH ON FENNECUS ROAD	SY	89	$ 110.00	$9,790.00
	ONSITE STREETS SUBTOTAL				$1,083,070.00
	ONSITE WATER AND SEWER				
	15" PVC SANITARY SEWER PIPE	LF	550	$ 92.82	$51,051.00
	CONNECT TO EXISTING 15" SEWER	EA	1	$ 3,000.00	$3,000.00
	12" PVC SANITARY SEWER PIPE	LF	39	$ 51.13	$1,994.07
	CONNECT TO EXISTING 12" SEWER PIPE	EA	1	$ 2,000.00	$2,000.00
	10" PVC SANITARY SEWER PIPE	LF	1,900	$ 51.13	$97,147.00
	CONNECT TO EXISTING 10" SEWER	EA	1	$ 1,000.00	$1,000.00
	8" PVC SANITARY SEWER PIPE	LF	2,115	$ 41.98	$88,787.70
	6" SEWER SERVICE	LF	1,200	$ 13.00	$15,600.00
	SEWER MANHOLE	EA	17	$ 7,935.77	$134,908.09
	2" IRRIGATION SERVICE	EA	13	$ 2,700.00	$35,100.00
	2" WATER SERVICE	EA	13	$ 2,700.00	$35,100.00
	WATER MAIN INCL. MISC. FITTINGS, 12" PVC	LF	3,900	$ 60.00	$234,000.00
	WATER MAIN INCL. MISC. FITTINGS, 8" PVC	LF	250	$ 28.00	$7,000.00
	CONNECT TO EXISTING WATER MAIN	EA	4	$ 640.00	$2,560.00
	FIRE HYDRANT ASSEMBLY	EA	9	$ 6,223.25	$56,009.25
	ONSITE WATER AND SEWER SUBTOTAL				$765,257.11
	TOTAL COST				**$1,848,327.11**

ATTACHMENT “D”
EVIDENCE OF SURETY
FOR

Medalist Development, Inc.

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.

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

Medalist Development, Inc.

FOR

Haycrop Commercial Park Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Street & Roundabout Plans – Haycrop Commercial Park Addition**

Dated: **10/4/23**

By: **Ray Kimball, P.E.**

Sheets 1 through **25**

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

Medalist Development, Inc.

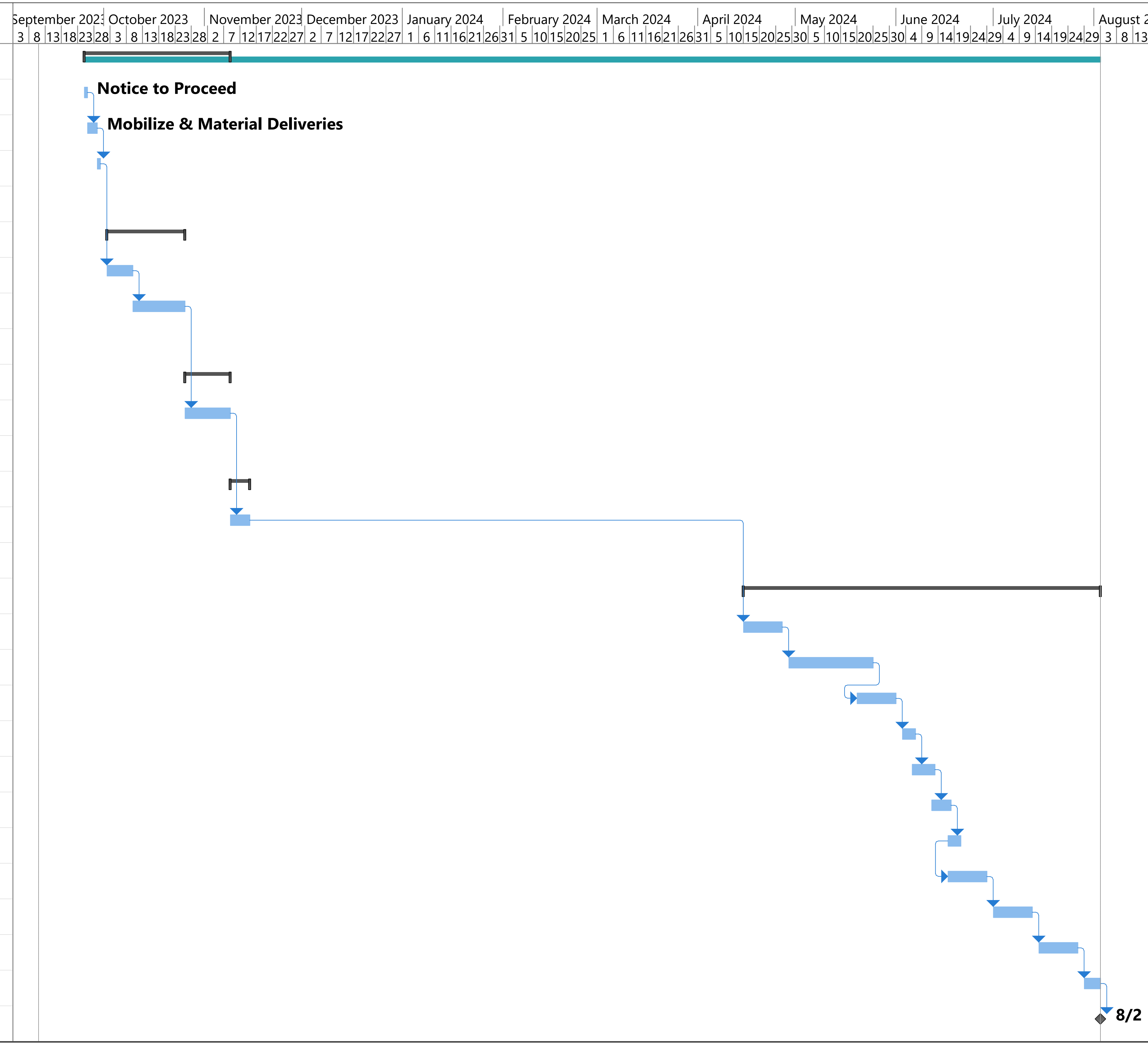
FOR

Haycrop Commercial Park Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Name	Duration	Start	Finish
1	**Haycrop Commercial Park**	**33 days?**	**Mon 9/25/23**	**Wed 11/8/23**
2	Notice to Proceed	1 day	Mon 9/25/23	Mon 9/25/23
3	Mobilize & Material Deliveries	3 days	Tue 9/26/23	Thu 9/28/23
4	Construction Precon Meeting	1 day	Fri 9/29/23	Fri 9/29/23
5				
6	**PVC Sanitary Sewer**	**18 days**	**Mon 10/2/23**	**Wed 10/25/23**
7	15" PVC Sewer	6 days	Mon 10/2/23	Mon 10/9/23
8	10" PVC Sewer	12 days	Tue 10/10/23	Wed 10/25/23
9				
10	**12" Waterline**	**10 days**	**Thu 10/26/23**	**Wed 11/8/23**
11	12" Water	10 days	Thu 10/26/23	Wed 11/8/23
12				
13	**Storm Sewer Utilities**	**4 days**	**Thu 11/9/23**	**Tue 11/14/23**
14	Install Storm Sewer Utilities	4 days	Thu 11/9/23	Tue 11/14/23
15				
16	**Earthwork & Grading**	**80 days**	**Mon 4/15/24**	**Fri 8/2/24**
17	Prep & Place Concrete Curb	10 days	Mon 4/15/24	Fri 4/26/24
18	Concrete Flatwork at Roundabout	20 days	Mon 4/29/24	Fri 5/24/24
19	Subgrade Roadway	10 days	Mon 5/20/24	Fri 5/31/24
20	Rock & Pave Fennecus	4 days	Mon 6/3/24	Thu 6/6/24
21	Rock & Pave Harvest	5 days	Thu 6/6/24	Wed 6/12/24
22	Rock & Pave Zorros	4 days	Wed 6/12/24	Mon 6/17/24
23	Rock & Pave Asphalt Trail	4 days	Mon 6/17/24	Thu 6/20/24
24	Concrete Sidewalk	10 days	Mon 6/17/24	Fri 6/28/24
25	Finish Roadside Swales	10 days	Mon 7/1/24	Fri 7/12/24
26	Signage & Striping	10 days	Mon 7/15/24	Fri 7/26/24
27	Punch Walk & Corrections	5 days	Mon 7/29/24	Fri 8/2/24
28	Final Completion	0 days	Fri 8/2/24	Fri 8/2/24



Project: 23031 Haycrop Comm
Date: Tue 8/22/23

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

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

Medalist Development, Inc.

FOR

Haycrop Commercial Park Addition

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	$ -		$ -
	601-800'	$ 450.00	LS	$ -		$ -
	Over 800	$ 0.85	per ft	$ -	5804	$ 4,933.40
C&G		$ 0.60	per ft	$ 150.00	5300	$ 3,330.00
Sidewalk & Approaches		$ 0.60	per ft	$ 150.00	5300	$ 3,330.00
Swales		$ 0.20	per ft^2	$ 150.00	53600	$ 10,870.00
Drywells		$ 60.00	Each	$ -	6	$ 360.00
Pavement		$ 0.50	per yd ^2	$ 150.00	13100	$ 6,700.00
Water Pressure Test		$ 120.00	per Test	$ -		$ -
Sewer Pressure Test		$ 120.00	per Test	$ -	17	$ 2,040.00
Street Tree Inspection		$ 40.00	per Tree	$ -	69	$ 2,760.00
Total						**$ 34,673.40**

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

Medalist Development, Inc.

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **AVISTA UTILITY COMPANY**

Street light type:

17 lights X 12 months X **$ 13.18** per month = **$ 2,688.72**

Street light type: ________________________

__________ lights X 12 months X $______________ per month = $______________

TOTAL = **$ 2,688.72**

46144.0005.6663294.1

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

Medalist Development, Inc.

FOR

Haycrop Commercial Park Addition

__X__ This project does not have any existing structures connecting to the City of Post Falls Sanitary Sewer System.

Sanitary sewer cap fee of **$__________________** to connect **existing structures** to City sanitary sewer.

_____ (# of SF homes) x $6,959.00 = $________

_____ (# of Commercial service units) x $6,959.00 = $________

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons) $6,959.00

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

Medalist Development, Inc.

FOR

Haycrop Commercial Park Addition

__X__ This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees $________________ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_______	x	3/4" – 1"	= $3,273.00 Residential	=	$____________________
_______	x	1"	= $5,455.00 Commercial	=	$____________________
_______	x	1-1/2"	= $10,910.01	=	$____________________
_______	x	2"	= $17,456.01	=	$____________________

Meter Fees

_______	x	3/4"	= $ 254.00	=	$____________________
_______	x	1"	= $ 325.00	=	$____________________
_______	x	1-1/2"	= $ 691.00	=	$____________________
_______	x	2"	= $ 920.00 (flow meter for irrigation only)	=	$____________________
_______	x	2"	= $ 1,864.00 (compound meter)	=	$____________________

ACCOUNT FEES

______ (# of irrigation service connections) x Utility Deposit $10 = $______________

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

Medalist Development, Inc.

FOR

Haycrop Commercial Park Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Ray Kimball. P.E.

ENGINEERING FIRM: Whipple Consulting Engineers

ADDRESS: 21 S. Pines Rd.

CITY: Spokane Valley **STATE:** WA **ZIP:** 99206

PHONE NO.: (509) 893-2617

E-MAIL ADDRESS: rkimball@whipplece.com

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

Medalist Development, Inc.

FOR

Haycrop Commercial Park Addition

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

Medalist Development, Inc.

FOR

Haycrop Commercial Park Addition

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

Medalist Development, Inc.

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: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Satre Estates Subdivision Plat Application

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Satre Estates Subdivision.

Mylars to clerk prior to meeting.

DISCUSSION:
N/A

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

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
None

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Laura Claffey, Management Asst Police

SUBJECT: Police Department Direct Multi Node VIPER System Contract

---

ITEM AND RECOMMENDED ACTION:
Request approval of contract for new 911 phone system.

DISCUSSION:
The police department has received a grant for funding of a new 911 phone system in collaboration with Bonner, Boundary and Shoshone counties.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$1,072,139

BUDGET CODE:
008-426.0000.92090

ATTACHMENTS:
1. 2023.10.10 PF Legal Edit - Post-Falls-Police Department -ID-73859v7-Hgac-Direct-Multi-Node-VIPER-System. 2023.10.09c Intrado ed

Company Name: Intrado Life & Safety Solutions Corporation

Multi Node VIPER System

for

Post Falls Police Department, ID

(HGAC Buy Pricing - Direct Sale)

Quote Number: 73859

Version: 7

September 27, 2023

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Summary All Sites

Item	Price
Post Falls PD - Node A	$345,028.50
Ziply Central Office - Node B	$101,012.22
Shoshone County	$163,372.39
Boundary County	$164,392.72
Bonner County	$298,332.25
Total:	**$1,072,138.08**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	$620,883.68	$291,855.00	$110,224.40	$89,175.00	($40,000.00)	**$1,072,138.08**
Totals	**$620,883.68**	**$291,855.00**	**$110,224.40**	**$89,175.00**	**($40,000.00)**	**$1,072,138.08**

Summary - Post Falls PD - Node A

Item	Discount	Price
Systems	($7,169.67)	$192,171.87
Services	($3,735.87)	$86,334.13
Recurring Services	($842.59)	$36,384.41
Maintenance	($1,124.41)	$30,138.09
Total:		**$345,028.50**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	$199,341.54	$90,070.00	$37,227.00	$31,262.50	($12,872.54)	**$345,028.50**
Totals	**$199,341.54**	**$90,070.00**	**$37,227.00**	**$31,262.50**	**($12,872.54)**	**$345,028.50**

Configuration Parameters - Post Falls PD - Node A

Site Configuration

Total Positions	7 (6 Primary/1 Backup Laptop)
Total Number of E9-1-1 CAMA Trunks	Up to 12
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	2
SIP	Not Included
3rd Party PBX Licenses	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included
AntiVirus	12
CPE Provider	Intrado

Setup Fees

VIPER	$67,374.92
Power Stations	$34,927.08
Power 911 Setup	$62,361.00
Power Metrics Setup	$4,000.00
TXT29-1-1 Setup Fees	$6,720.00
Laptops	$8,995.75
Peripheral Hardware	$1,062.79
Network Equipment and Services	$31,765.00
Freight Charges	$3,405.00
DISCOUNT	($12,872.54)

Professional Services

Project Survey	$4,050.00
Installation Services	$20,450.00
SCC Mapping Services	$5,300.00
Onsite Maintenance Training	$13,250.00
Training Services	$13,050.00
Project Management Services	$12,700.00

Recurring Services

TXT29-1-1 Recurring Services	$8,895.00
Power Metrics Recurring Services	$3,570.00
SCC Mapping Recurring Services	$12,162.00
Power 911 Multimedia	$12,600.00

Maintenance

Total Protection Services	$15,250.00
On-Site Maintenance	$16,012.50

Optional Items

Certification Training	$19,500.00
DISCOUNT	$0.00
TXT29-1-1 Recurring Services	$35,580.00
SCC Mapping Recurring Services	$48,648.00
Power 911 Multimedia	$50,400.00
Total Protection Services	$77,000.00
Power Metrics Recurring Services	$14,280.00
On-Site Maintenance	$67,317.17
Critical Spares	$23,014.42

Site: Post Falls PD - Node A

Item#	Description	Qty	List Price	Selling Price	Total
VIPER					
912825/BB	VIPER Server Bundle	1	$14,967.00	$14,967.00	$14,967.00
912871/BB	Mediant 1000B Prebuilt Building Block	2	$4,490.00	$4,490.00	$8,980.00
P10353	SWITCH, Cisco, C9200L, 24 port, (with stacking module)	2	$6,600.00	$6,600.00	$13,200.00
912870/LIC	Mediant 1000 Access License (per Chassis)	2	$9,375.00	$5,906.25	$11,812.50
911830	VIPER Gateway Chassis G3	1	$1,320.00	$831.60	$831.60
911831	CIM G3	3	$3,228.00	$2,033.64	$6,100.92
912811	Application Server License	7	$995.00	$626.85	$4,387.95
912812	PBX Access License	6	$645.00	$406.35	$2,438.10
P10008	License to Connect Non-Intrado Recording Device	1	$1,995.00	$1,256.85	$1,256.85
P10273	Low Profile KVM	1	$2,150.00	$2,150.00	$2,150.00
950858	Backroom Staging - Additional work when no Cabinet	1	$1,250.00	$1,250.00	$1,250.00
				Subtotal	**$67,374.92**
Power Stations					
914600/3	IWS External Programmable Keypad - 24 Buttons	6	$162.00	$162.00	$972.00
911808	A9C G3, Second Screen Kit	6	$354.00	$223.02	$1,338.12
911810-1/BB	Power Station Bundle	6	$8,232.00	$5,186.16	$31,116.96
950852	Front Room Equipment Staging - Per Position	6	$250.00	$250.00	$1,500.00
				Subtotal	**$34,927.08**
Power 911 Setup					
913100	Power 911 Client and Server Access License	6	$11,990.00	$7,553.70	$45,322.20
913152	Power 911 Add-On Recorder for Radio (ITRR)	6	$630.00	$396.90	$2,381.40
914961	IWS Server RACK Bundle - Type B	1	$7,052.40	$7,052.40	$7,052.40
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1	$4,080.00	$4,080.00	$4,080.00
P10375/OTF/PSAP	Multimedia PSAP setup price (Browser or API)	1	$3,000.00	$3,000.00	$3,000.00
P10375/OTF/MED POS	Multimedia panel (API) Position setup price	7	$75.00	$75.00	$525.00
				Subtotal	**$62,361.00**
Power Metrics Setup					
P10193/1	Power Metrics Advanced - Data Collector: single RDDM	1	$4,000.00	$4,000.00	$4,000.00
				Subtotal	**$4,000.00**

TXT29-1-1 Setup Fees

ITXTOTF4	TXT29-1-1 One-time-fee per PSAP (5-10 seats)	1	$3,250.00	$3,250.00	$3,250.00
P10063	ITS Equipment	1	$2,475.00	$2,475.00	$2,475.00
P10383	TXT29-1-1 Translation One-time setup fee per PSAP (all sizes)	1	$995.00	$995.00	$995.00
				Subtotal	**$6,720.00**

Laptops

914114/BAK	Portable 9-1-1 Position (Back-up)	1	$12,000.00	$7,560.00	$7,560.00
914158	Laptop VPN Support License	1	$995.00	$626.85	$626.85
913152	Power 911 Add-On Recorder for Radio (ITRR)	1	$630.00	$396.90	$396.90
914600/3	IWS External Programmable Keypad - 24 Buttons	1	$162.00	$162.00	$162.00
950852	Front Room Equipment Staging - Per Position	1	$250.00	$250.00	$250.00
				Subtotal	**$8,995.75**

Peripheral Hardware

914514	Color Laser Printer	1	$1,062.79	$1,062.79	$1,062.79
				Subtotal	**$1,062.79**

Network Equipment and Services

912833	Router for VIPER	2	$2,080.00	$2,080.00	$4,160.00
914148	Firewall Appliance	1	$1,450.00	$1,450.00	$1,450.00
P10290	i3 Next Generation PSAP Firewall	2	$3,000.00	$3,000.00	$6,000.00
P10255	PSAP HA Session Border Controller (SBC)	1	$6,655.00	$6,655.00	$6,655.00
950520	Engineering Professional Services	9	$1,500.00	$1,500.00	$13,500.00
				Subtotal	**$31,765.00**

Project Survey

P10313	Project Survey (per Site)	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	3	$250.00	$250.00	$750.00
P10351	Travel Fee per Person	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$4,050.00**

Installation Services

P10314	Professional Services (per Day)	9	$1,800.00	$1,800.00	$16,200.00
P10319	Living Expense per Day per	11	$250.00	$250.00	$2,750.00

	Person				
P10351	Travel Fee per Person	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$20,450.00**

SCC Mapping Services

SCC-DP	GIS Data Prep	1	$2,500.00	$2,500.00	$2,500.00
SCC-RC	Position Provisioning	7	$400.00	$400.00	$2,800.00
				Subtotal	**$5,300.00**

Onsite Maintenance Training

960840	Self Maintenance Training (on Site)	1	$10,000.00	$10,000.00	$10,000.00
P10319	Living Expense per Day per Person	7	$250.00	$250.00	$1,750.00
P10351	Travel Fee per Person	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$13,250.00**

Training Services

960780	Administrator Training	1	$1,500.00	$1,500.00	$1,500.00
960801	User Training	1	$1,500.00	$1,500.00	$1,500.00
P10087	CCS Training	1	$1,500.00	$1,500.00	$1,500.00
SCC-TRN-ADMIN	SCC Administrator Training	1	$1,500.00	$1,500.00	$1,500.00
P10373	Training Cutover Support	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	9	$250.00	$250.00	$2,250.00
P10351	Travel Fee per Person	2	$1,500.00	$1,500.00	$3,000.00
				Subtotal	**$13,050.00**

Project Management Services

950510	Project Management Services	1	$0.00	$12,700.00	$12,700.00
				Subtotal	**$12,700.00**

Freight Charges

FREIGHT	Shipping and Handling	1	$0.00	$3,405.00	$3,405.00
				Subtotal	**$3,405.00**

TXT29-1-1 Recurring Services

P10062	ITS Service (Annual) - Year 1	1	$1,800.00	$1,800.00	$1,800.00
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 1	1	$3,900.00	$3,900.00	$3,900.00
P10385	TXT29-1-1 Translation Annual Recurring fee per PSAP (5-10 positions) - Year 1	1	$3,195.00	$3,195.00	$3,195.00
				Subtotal	**$8,895.00**

Power Metrics Recurring Services

P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 1	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 1	1	$960.00	$960.00	$960.00
				Subtotal	**$3,570.00**

SCC Mapping Recurring Services

SCC-ADMIN/A	Concurrent Administrator License Annual - Year 1	1	$3,600.00	$2,268.00	$2,268.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 1	5	$2,760.00	$1,738.80	$8,694.00
SCC-DU/1	Map Data Update Service Once per Year - Year 1	1	$1,200.00	$1,200.00	$1,200.00
P10280	Third Party License for SCC Administrator - Year 1	1	$0.00	$0.00	$0.00
P10279	Third Party License for SCC User - Year 1	5	$0.00	$0.00	$0.00
				Subtotal	**$12,162.00**

Power 911 Multimedia

P10375/ARC/MED POS	Multimedia panel Position ARC - Year 1	6	$2,100.00	$2,100.00	$12,600.00
				Subtotal	**$12,600.00**

Total Protection Services

P10350	Total Protection Service, Dark Back-up Position - Year 1	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 1	6	$2,500.00	$2,500.00	$15,000.00
				Subtotal	**$15,250.00**

On-Site Maintenance

950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 1	1	$262.50	$262.50	$262.50
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 1	6	$2,625.00	$2,625.00	$15,750.00
				Subtotal	**$16,012.50**

DISCOUNT

DISCOUNT MNTC	Maintenance Discount	1	$0.00	($1,124.41)	($1,124.41)
DISCOUNT SVC	Service Discount	1	$0.00	($3,735.87)	($3,735.87)
DISCOUNT SYST	System Discount	1	$0.00	($7,169.67)	($7,169.67)
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	($842.59)	($842.59)
				Subtotal	**($12,872.54)**
				Total	**$345,028.50**

Site: Post Falls PD - Node A - Optional

Optional Maintenance Services

Item#	Description	Qty	List Price	Selling Price	Total

Total Protection Services

Item#	Description	Qty	List Price	Selling Price	Total
P10349	Total Protection Service, Primary Position - Year 2	6	$2,500.00	$2,500.00	$15,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 2	1	$250.00	$250.00	$250.00
P10290/MS	i3 Next Generation PSAP Firewall Managed Service - Year 2	2	$1,250.00	$1,250.00	$2,500.00
P10255/MY	PSAP HA Session Border Controller (SBC) - Maintenance - Year 2	1	$1,500.00	$1,500.00	$1,500.00
P10349	Total Protection Service, Primary Position - Year 3	6	$2,500.00	$2,500.00	$15,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 3	1	$250.00	$250.00	$250.00
P10290/MS	i3 Next Generation PSAP Firewall Managed Service - Year 3	2	$1,250.00	$1,250.00	$2,500.00
P10255/MY	PSAP HA Session Border Controller (SBC) - Maintenance - Year 3	1	$1,500.00	$1,500.00	$1,500.00
P10349	Total Protection Service, Primary Position - Year 4	6	$2,500.00	$2,500.00	$15,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 4	1	$250.00	$250.00	$250.00
P10290/MS	i3 Next Generation PSAP Firewall Managed Service - Year 4	2	$1,250.00	$1,250.00	$2,500.00
P10255/MY	PSAP HA Session Border Controller (SBC) - Maintenance - Year 4	1	$1,500.00	$1,500.00	$1,500.00
P10349	Total Protection Service, Primary Position - Year 5	6	$2,500.00	$2,500.00	$15,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 5	1	$250.00	$250.00	$250.00
P10290/MS	i3 Next Generation PSAP Firewall Managed Service - Year 5	2	$1,250.00	$1,250.00	$2,500.00
P10255/MY	PSAP HA Session Border Controller (SBC) - Maintenance - Year 5	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$77,000.00**

On-Site Maintenance

Item#	Description	Qty	List Price	Selling Price	Total
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 2	6	$2,677.50	$2,677.50	$16,065.00
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 2	1	$267.75	$267.75	$267.75
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 3	6	$2,731.05	$2,731.05	$16,386.30
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 3	1	$273.11	$273.11	$273.11
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year	6	$2,785.67	$2,785.67	$16,714.02

	4				
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 4	1	$278.57	$278.57	$278.57
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 5	6	$2,841.38	$2,841.38	$17,048.28
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 5	1	$284.14	$284.14	$284.14
				Subtotal	**$67,317.17**

Site: Post Falls PD - Node A - Optional

Optional Recurring Services

Item#	Description	Qty	List Price	Selling Price	Total
TXT29-1-1 Recurring Services					
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 2	1	$3,900.00	$3,900.00	$3,900.00
P10062	ITS Service (Annual) - Year 2	1	$1,800.00	$1,800.00	$1,800.00
P10385	TXT29-1-1 Translation Annual Recurring fee per PSAP (5-10 positions) - Year 2	1	$3,195.00	$3,195.00	$3,195.00
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 3	1	$3,900.00	$3,900.00	$3,900.00
P10062	ITS Service (Annual) - Year 3	1	$1,800.00	$1,800.00	$1,800.00
P10385	TXT29-1-1 Translation Annual Recurring fee per PSAP (5-10 positions) - Year 3	1	$3,195.00	$3,195.00	$3,195.00
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 4	1	$3,900.00	$3,900.00	$3,900.00
P10062	ITS Service (Annual) - Year 4	1	$1,800.00	$1,800.00	$1,800.00
P10385	TXT29-1-1 Translation Annual Recurring fee per PSAP (5-10 positions) - Year 4	1	$3,195.00	$3,195.00	$3,195.00
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 5	1	$3,900.00	$3,900.00	$3,900.00
P10062	ITS Service (Annual) - Year 5	1	$1,800.00	$1,800.00	$1,800.00
P10385	TXT29-1-1 Translation Annual Recurring fee per PSAP (5-10 positions) - Year 5	1	$3,195.00	$3,195.00	$3,195.00
				Subtotal	**$35,580.00**
Power Metrics Recurring Services					
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 2	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 2	1	$960.00	$960.00	$960.00
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 3	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual	1	$960.00	$960.00	$960.00

	access contract per PSAP - Year 3				
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 4	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 4	1	$960.00	$960.00	$960.00
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 5	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 5	1	$960.00	$960.00	$960.00
				Subtotal	**$14,280.00**

SCC Mapping Recurring Services

SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 2	5	$2,760.00	$1,738.80	$8,694.00
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 2	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 2	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 2	5	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 2	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 3	5	$2,760.00	$1,738.80	$8,694.00
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 3	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 3	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 3	5	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 3	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 4	5	$2,760.00	$1,738.80	$8,694.00
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 4	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 4	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 4	5	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 4	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 5	5	$2,760.00	$1,738.80	$8,694.00
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 5	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 5	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 5	5	$0.00	$0.00	$0.00
P10280	Third Party License for SCC	1	$0.00	$0.00	$0.00

	Administrator - Year 5				
				Subtotal	**$48,648.00**

Power 911 Multimedia

P10375/ARC/MED POS	Multimedia panel Position ARC - Year 2	6	$2,100.00	$2,100.00	$12,600.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 3	6	$2,100.00	$2,100.00	$12,600.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 4	6	$2,100.00	$2,100.00	$12,600.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 5	6	$2,100.00	$2,100.00	$12,600.00
				Subtotal	**$50,400.00**

Site: Post Falls PD - Node A - Optional

Optional Items and Services

Item#	Description	Qty	List Price	Selling Price	Total Price
Critical Spares					
912802/2	VIPER Primary Application Server	1	$3,650.00	$3,650.00	$3,650.00
911830	VIPER Gateway Chassis G3	1	$1,320.00	$831.60	$831.60
911831	CIM G3	1	$3,228.00	$2,033.64	$2,033.64
P10353	SWITCH, Cisco, C9200L, 24 port, (with stacking module)	1	$6,600.00	$6,600.00	$6,600.00
912871/BB	Mediant 1000B Prebuilt Building Block	1	$4,490.00	$4,490.00	$4,490.00
911810-1/BB	Power Station Bundle	1	$8,232.00	$5,186.16	$5,186.16
911808	A9C G3, Second Screen Kit	1	$354.00	$223.02	$223.02
				Subtotal	**$23,014.42**
Certification Training					
P10281	Virtual Classroom Core Call Handling Installation & Configuration Certification Training	3	$6,500.00	$6,500.00	$19,500.00
				Subtotal	**$19,500.00**
DISCOUNT					
DISCOUNT MNTC	Maintenance Discount	1	$0.00	$0.00	$0.00
DISCOUNT SVC	Service Discount	1	$0.00	$0.00	$0.00
DISCOUNT SYST	System Discount	1	$0.00	$0.00	$0.00
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	$0.00	$0.00
				Subtotal	**$0.00**

Summary - Ziply Central Office - Node B

Item	Discount	Price
Systems	($2,504.04)	$67,116.81
Services	($1,165.32)	$31,234.68
Recurring Services	($99.27)	$2,660.73
Total:		**$101,012.22**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	$69,620.85	$32,400.00	$2,760.00		($3,768.63)	**$101,012.22**
Totals	**$69,620.85**	**$32,400.00**	**$2,760.00**		**($3,768.63)**	**$101,012.22**

Configuration Parameters - Ziply Central Office - Node B

Site Configuration

Total Positions	0
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
3rd Party PBX Licenses	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included
AntiVirus	5
CPE Provider	Intrado

Setup Fees

VIPER	$33,025.45
Power 911 Setup	$8,450.40
Power Metrics Setup	$4,000.00
TXT29-1-1 Setup Fees	$2,475.00
Network Equipment and Services	$31,765.00
Freight Charges	$3,405.00
DISCOUNT	($3,768.63)

Professional Services

Project Survey	$2,050.00
Installation Services	$12,250.00
Project Management Services	$4,600.00

Recurring Services

TXT29-1-1 Recurring Services	$1,800.00
Power Metrics Recurring Services	$960.00

Site: Ziply Central Office - Node B

Item#	Description	Qty	List Price	Selling Price	Total
VIPER					
912825/BB	VIPER Server Bundle	1	$14,967.00	$14,967.00	$14,967.00
P10353	SWITCH, Cisco, C9200L, 24 port, (with stacking module)	2	$6,600.00	$6,600.00	$13,200.00
911830	VIPER Gateway Chassis G3	1	$1,320.00	$831.60	$831.60
912811	Application Server License	1	$995.00	$626.85	$626.85
P10273	Low Profile KVM	1	$2,150.00	$2,150.00	$2,150.00
950858	Backroom Staging - Additional work when no Cabinet	1	$1,250.00	$1,250.00	$1,250.00
				Subtotal	**$33,025.45**
Power 911 Setup					
914961	IWS Server RACK Bundle - Type B	1	$7,052.40	$7,052.40	$7,052.40
914121/3	IWS Object Server - Underlying Software	1	$1,398.00	$1,398.00	$1,398.00
				Subtotal	**$8,450.40**
Power Metrics Setup					
P10193/1	Power Metrics Advanced - Data Collector: single RDDM	1	$4,000.00	$4,000.00	$4,000.00
				Subtotal	**$4,000.00**
TXT29-1-1 Setup Fees					
P10063	ITS Equipment	1	$2,475.00	$2,475.00	$2,475.00
				Subtotal	**$2,475.00**
Network Equipment and Services					
912833	Router for VIPER	2	$2,080.00	$2,080.00	$4,160.00
914148	Firewall Appliance	1	$1,450.00	$1,450.00	$1,450.00
P10290	i3 Next Generation PSAP Firewall	2	$3,000.00	$3,000.00	$6,000.00
P10255	PSAP HA Session Border Controller (SBC)	1	$6,655.00	$6,655.00	$6,655.00
950520	Engineering Professional Services	9	$1,500.00	$1,500.00	$13,500.00
				Subtotal	**$31,765.00**
Project Survey					
P10313	Project Survey (per Site)	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	1	$250.00	$250.00	$250.00
				Subtotal	**$2,050.00**

Installation Services

P10314	Professional Services (per Day)	5	$1,800.00	$1,800.00	$9,000.00
P10319	Living Expense per Day per Person	7	$250.00	$250.00	$1,750.00
P10351	Travel Fee per Person	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$12,250.00**

Project Management Services

950510	Project Management Services	1	$0.00	$4,600.00	$4,600.00
				Subtotal	**$4,600.00**

Freight Charges

FREIGHT	Shipping and Handling	1	$0.00	$3,405.00	$3,405.00
				Subtotal	**$3,405.00**

TXT29-1-1 Recurring Services

P10062	ITS Service (Annual) - Year 1	1	$1,800.00	$1,800.00	$1,800.00
				Subtotal	**$1,800.00**

Power Metrics Recurring Services

P10219	Power Metrics Suite - Annual access contract per PSAP - Year 1	1	$960.00	$960.00	$960.00
				Subtotal	**$960.00**

DISCOUNT

DISCOUNT SVC	Service Discount	1	$0.00	($1,165.32)	($1,165.32)
DISCOUNT SYST	System Discount	1	$0.00	($2,504.04)	($2,504.04)
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	($99.27)	($99.27)
				Subtotal	**($3,768.63)**
				Total	**$101,012.22**

Summary - Shoshone County

Item	Discount	Price
Systems	($3,281.94)	$87,967.34
Services	($2,063.41)	$49,906.59
Recurring Services	($362.75)	$15,123.05
Maintenance	($387.09)	$10,375.41
Total:		**$163,372.39**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	$91,249.28	$51,970.00	$15,485.80	$10,762.50	($6,095.19)	**$163,372.39**
Totals	**$91,249.28**	**$51,970.00**	**$15,485.80**	**$10,762.50**	**($6,095.19)**	**$163,372.39**

Configuration Parameters - Shoshone County

Site Configuration

Total Positions	3 (2 Primary/1 Backup Laptop)
Total Number of E9-1-1 CAMA Trunks	Up to 6
Total Number of FXO Lines	Up to 8
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
3rd Party PBX Licenses	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included
AntiVirus	6
CPE Provider	Intrado

Setup Fees

VIPER	$38,247.83
Power Stations	$11,642.36
Power 911 Setup	$25,668.60
Power Metrics Setup	$2,250.00
TXT29-1-1 Setup Fees	$2,245.00
Laptops	$8,995.75
Peripheral Hardware	$1,062.79
Network Equipment and Services	$7,110.00
Freight Charges	$3,246.95
DISCOUNT	($6,095.19)

Professional Services

Project Survey	$2,050.00
Installation Services	$16,350.00
SCC Mapping Services	$3,700.00
Training Services	$13,050.00
Project Management Services	$7,600.00

Recurring Services

TXT29-1-1 Recurring Services	$2,995.00
Power Metrics Recurring Services	$3,084.00
SCC Mapping Recurring Services	$5,206.80
Power 911 Multimedia	$4,200.00

Maintenance

Total Protection Services	$5,250.00
On-Site Maintenance	$5,512.50

Optional Items

SCC Mapping Recurring Services	$16,027.20
Power 911 Multimedia	$16,800.00
Total Protection Services	$21,000.00
Power Metrics Recurring Services	$12,336.00
On-Site Maintenance	$23,174.77
TXT29-1-1 Recurring Services	$11,980.00
DISCOUNT	$0.00

Site: Shoshone County

Item#	Description	Qty	List Price	Selling Price	Total
VIPER					
912803/2	VIPER Primary VoIP Soft Switch	2	$2,650.00	$2,650.00	$5,300.00
912890/BB	Media Kit Prebuilt Building Block	1	$100.00	$63.00	$63.00
P10353	SWITCH, Cisco, C9200L, 24 port, (with stacking module)	2	$6,600.00	$6,600.00	$13,200.00
911830	VIPER Gateway Chassis G3	1	$1,320.00	$831.60	$831.60
911831	CIM G3	2	$3,228.00	$2,033.64	$4,067.28
912807	4 Foot IT Cabinet	1	$3,600.00	$3,600.00	$3,600.00
912811	Application Server License	3	$995.00	$626.85	$1,880.55
912812	PBX Access License	5	$645.00	$406.35	$2,031.75
911834	AIM G3	2	$1,680.00	$1,058.40	$2,116.80
P10008	License to Connect Non-Intrado Recording Device	1	$1,995.00	$1,256.85	$1,256.85
P10273	Low Profile KVM	1	$2,150.00	$2,150.00	$2,150.00
950853	Back Room Equipment Staging - Per Cabinet	1	$1,750.00	$1,750.00	$1,750.00
				Subtotal	**$38,247.83**
Power Stations					
914600/3	IWS External Programmable Keypad - 24 Buttons	2	$162.00	$162.00	$324.00
911808	A9C G3, Second Screen Kit	2	$354.00	$223.02	$446.04
911810-1/BB	Power Station Bundle	2	$8,232.00	$5,186.16	$10,372.32
950852	Front Room Equipment Staging - Per Position	2	$250.00	$250.00	$500.00
				Subtotal	**$11,642.36**
Power 911 Setup					
913100	Power 911 Client and Server Access License	2	$11,990.00	$7,553.70	$15,107.40
913152	Power 911 Add-On Recorder for Radio (ITRR)	2	$630.00	$396.90	$793.80
914963/BB	Object Server with Device Master	1	$6,542.40	$6,542.40	$6,542.40
P10375/OTF/PSAP	Multimedia PSAP setup price (Browser or API)	1	$3,000.00	$3,000.00	$3,000.00
P10375/OTF/MED POS	Multimedia panel (API) Position setup price	3	$75.00	$75.00	$225.00
				Subtotal	**$25,668.60**
Power Metrics Setup					
P10192	Power Metrics Advanced - Service set-up: No RDDM	1	$2,250.00	$2,250.00	$2,250.00
				Subtotal	**$2,250.00**

TXT29-1-1 Setup Fees

ITXTOTF2	TXT29-1-1 One-time-fee per PSAP (1-4 seats)	1	$1,250.00	$1,250.00	$1,250.00
P10383	TXT29-1-1 Translation One-time setup fee per PSAP (all sizes)	1	$995.00	$995.00	$995.00
				Subtotal	**$2,245.00**

Laptops

914114/BAK	Portable 9-1-1 Position (Back-up)	1	$12,000.00	$7,560.00	$7,560.00
914158	Laptop VPN Support License	1	$995.00	$626.85	$626.85
913152	Power 911 Add-On Recorder for Radio (ITRR)	1	$630.00	$396.90	$396.90
914600/3	IWS External Programmable Keypad - 24 Buttons	1	$162.00	$162.00	$162.00
950852	Front Room Equipment Staging - Per Position	1	$250.00	$250.00	$250.00
				Subtotal	**$8,995.75**

Peripheral Hardware

914514	Color Laser Printer	1	$1,062.79	$1,062.79	$1,062.79
				Subtotal	**$1,062.79**

Network Equipment and Services

912833	Router for VIPER	2	$2,080.00	$2,080.00	$4,160.00
914148	Firewall Appliance	1	$1,450.00	$1,450.00	$1,450.00
950520	Engineering Professional Services	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$7,110.00**

Project Survey

P10313	Project Survey (per Site)	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	1	$250.00	$250.00	$250.00
				Subtotal	**$2,050.00**

Installation Services

P10314	Professional Services (per Day)	7	$1,800.00	$1,800.00	$12,600.00
P10319	Living Expense per Day per Person	9	$250.00	$250.00	$2,250.00
P10351	Travel Fee per Person	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$16,350.00**

SCC Mapping Services

SCC-DP	GIS Data Prep	1	$2,500.00	$2,500.00	$2,500.00
SCC-RC	Position Provisioning	3	$400.00	$400.00	$1,200.00
				Subtotal	**$3,700.00**

Training Services

960780	Administrator Training	1	$1,500.00	$1,500.00	$1,500.00
960801	User Training	1	$1,500.00	$1,500.00	$1,500.00
P10087	CCS Training	1	$1,500.00	$1,500.00	$1,500.00
SCC-TRN-ADMIN	SCC Administrator Training	1	$1,500.00	$1,500.00	$1,500.00
P10373	Training Cutover Support	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	9	$250.00	$250.00	$2,250.00
P10351	Travel Fee per Person	2	$1,500.00	$1,500.00	$3,000.00
				Subtotal	**$13,050.00**

Project Management Services

950510	Project Management Services	1	$0.00	$7,600.00	$7,600.00
				Subtotal	**$7,600.00**

Freight Charges

FREIGHT	Shipping and Handling	1	$0.00	$3,246.95	$3,246.95
				Subtotal	**$3,246.95**

TXT29-1-1 Recurring Services

ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 1	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 1	1	$1,495.00	$1,495.00	$1,495.00
				Subtotal	**$2,995.00**

Power Metrics Recurring Services

P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 1	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 1	1	$960.00	$960.00	$960.00
				Subtotal	**$3,084.00**

SCC Mapping Recurring Services

SCC-ADMIN/A	Concurrent Administrator License Annual - Year 1	1	$3,600.00	$2,268.00	$2,268.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 1	1	$2,760.00	$1,738.80	$1,738.80

SCC-DU/1	Map Data Update Service Once per Year - Year 1	1	$1,200.00	$1,200.00	$1,200.00
P10280	Third Party License for SCC Administrator - Year 1	1	$0.00	$0.00	$0.00
P10279	Third Party License for SCC User - Year 1	1	$0.00	$0.00	$0.00
				Subtotal	**$5,206.80**

Power 911 Multimedia

P10375/ARC/MED POS	Multimedia panel Position ARC - Year 1	2	$2,100.00	$2,100.00	$4,200.00
				Subtotal	**$4,200.00**

Total Protection Services

P10350	Total Protection Service, Dark Back-up Position - Year 1	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 1	2	$2,500.00	$2,500.00	$5,000.00
				Subtotal	**$5,250.00**

On-Site Maintenance

950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 1	1	$262.50	$262.50	$262.50
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 1	2	$2,625.00	$2,625.00	$5,250.00
				Subtotal	**$5,512.50**

DISCOUNT

DISCOUNT MNTC	Maintenance Discount	1	$0.00	($387.09)	($387.09)
DISCOUNT SVC	Service Discount	1	$0.00	($2,063.41)	($2,063.41)
DISCOUNT SYST	System Discount	1	$0.00	($3,281.94)	($3,281.94)
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	($362.75)	($362.75)
				Subtotal	**($6,095.19)**
				Total	**$163,372.39**

Site: Shoshone County - Optional

Optional Maintenance Services

Item#	Description	Qty	List Price	Selling Price	Total

Total Protection Services

Item#	Description	Qty	List Price	Selling Price	Total
P10349	Total Protection Service, Primary Position - Year 2	2	$2,500.00	$2,500.00	$5,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 2	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 3	2	$2,500.00	$2,500.00	$5,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 3	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 4	2	$2,500.00	$2,500.00	$5,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 4	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 5	2	$2,500.00	$2,500.00	$5,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 5	1	$250.00	$250.00	$250.00
				Subtotal	**$21,000.00**

On-Site Maintenance

Item#	Description	Qty	List Price	Selling Price	Total
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 2	2	$2,677.50	$2,677.50	$5,355.00
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 2	1	$267.75	$267.75	$267.75
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 3	2	$2,731.05	$2,731.05	$5,462.10
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 3	1	$273.11	$273.11	$273.11
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 4	2	$2,785.67	$2,785.67	$5,571.34
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 4	1	$278.57	$278.57	$278.57
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 5	2	$2,841.38	$2,841.38	$5,682.76
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 5	1	$284.14	$284.14	$284.14
				Subtotal	**$23,174.77**

Site: Shoshone County - Optional

Optional Recurring Services

Item#	Description	Qty	List Price	Selling Price	Total

TXT29-1-1 Recurring Services

ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 2	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 2	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 3	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 3	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 4	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 4	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 5	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 5	1	$1,495.00	$1,495.00	$1,495.00
				Subtotal	**$11,980.00**

Power Metrics Recurring Services

P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 2	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 2	1	$960.00	$960.00	$960.00
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 3	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 3	1	$960.00	$960.00	$960.00
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 4	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 4	1	$960.00	$960.00	$960.00
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 5	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 5	1	$960.00	$960.00	$960.00
				Subtotal	**$12,336.00**

SCC Mapping Recurring Services

SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 2	1	$2,760.00	$1,738.80	$1,738.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 2	1	$3,600.00	$2,268.00	$2,268.00
P10279	Third Party License for SCC User - Year 2	1	$0.00	$0.00	$0.00
P10280	Third Party License for SCC	1	$0.00	$0.00	$0.00

	Administrator - Year 2				
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 3	1	$2,760.00	$1,738.80	$1,738.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 3	1	$3,600.00	$2,268.00	$2,268.00
P10279	Third Party License for SCC User - Year 3	1	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 3	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 4	1	$2,760.00	$1,738.80	$1,738.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 4	1	$3,600.00	$2,268.00	$2,268.00
P10279	Third Party License for SCC User - Year 4	1	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 4	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 5	1	$2,760.00	$1,738.80	$1,738.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 5	1	$3,600.00	$2,268.00	$2,268.00
P10279	Third Party License for SCC User - Year 5	1	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 5	1	$0.00	$0.00	$0.00
				Subtotal	**$16,027.20**

Power 911 Multimedia

P10375/ARC/MED POS	Multimedia panel Position ARC - Year 2	2	$2,100.00	$2,100.00	$4,200.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 3	2	$2,100.00	$2,100.00	$4,200.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 4	2	$2,100.00	$2,100.00	$4,200.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 5	2	$2,100.00	$2,100.00	$4,200.00
				Subtotal	**$16,800.00**

Site: Shoshone County - Optional

Optional Items and Services

Item#	Description	Qty	List Price	Selling Price	Total Price
DISCOUNT					
DISCOUNT MNTC	Maintenance Discount	1	$0.00	$0.00	$0.00
DISCOUNT SVC	Service Discount	1	$0.00	$0.00	$0.00
DISCOUNT SYST	System Discount	1	$0.00	$0.00	$0.00
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	$0.00	$0.00
				Subtotal	**$0.00**

Summary - Boundary County

Item	Discount	Price
Systems	($3,320.01)	$88,987.67
Services	($2,063.41)	$49,906.59
Recurring Services	($362.75)	$15,123.05
Maintenance	($387.09)	$10,375.41
Total:		**$164,392.72**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	$92,307.68	$51,970.00	$15,485.80	$10,762.50	($6,133.26)	**$164,392.72**
Totals	**$92,307.68**	**$51,970.00**	**$15,485.80**	**$10,762.50**	**($6,133.26)**	**$164,392.72**

Configuration Parameters - Boundary County

Site Configuration

Total Positions	3 (2 Primary/1 Backup Laptop)
Total Number of E9-1-1 CAMA Trunks	Up to 8
Total Number of FXO Lines	Up to 12
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
3rd Party PBX Licenses	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included
AntiVirus	6
CPE Provider	Intrado

Setup Fees

VIPER	$39,306.23
Power Stations	$11,642.36
Power 911 Setup	$25,668.60
Power Metrics Setup	$2,250.00
TXT29-1-1 Setup Fees	$2,245.00
Laptops	$8,995.75
Peripheral Hardware	$1,062.79
Network Equipment and Services	$7,110.00
Freight Charges	$3,246.95
DISCOUNT	($6,133.26)

Professional Services

Project Survey	$2,050.00
Installation Services	$16,350.00
SCC Mapping Services	$3,700.00
Training Services	$13,050.00
Project Management Services	$7,600.00

Recurring Services

TXT29-1-1 Recurring Services	$2,995.00
Power Metrics Recurring Services	$3,084.00
SCC Mapping Recurring Services	$5,206.80
Power 911 Multimedia	$4,200.00

Maintenance

Total Protection Services	$5,250.00
On-Site Maintenance	$5,512.50

Optional Items

Power 911 Multimedia	$16,800.00
Total Protection Services	$21,000.00
DISCOUNT	$0.00
TXT29-1-1 Recurring Services	$11,980.00
On-Site Maintenance	$23,174.77
SCC Mapping Recurring Services	$20,827.20
Power Metrics Recurring Services	$12,336.00

Site: Boundary County

Item#	Description	Qty	List Price	Selling Price	Total
VIPER					
912803/2	VIPER Primary VoIP Soft Switch	2	$2,650.00	$2,650.00	$5,300.00
912890/BB	Media Kit Prebuilt Building Block	1	$100.00	$63.00	$63.00
P10353	SWITCH, Cisco, C9200L, 24 port, (with stacking module)	2	$6,600.00	$6,600.00	$13,200.00
911830	VIPER Gateway Chassis G3	1	$1,320.00	$831.60	$831.60
911831	CIM G3	2	$3,228.00	$2,033.64	$4,067.28
912807	4 Foot IT Cabinet	1	$3,600.00	$3,600.00	$3,600.00
912811	Application Server License	3	$995.00	$626.85	$1,880.55
912812	PBX Access License	5	$645.00	$406.35	$2,031.75
911834	AIM G3	3	$1,680.00	$1,058.40	$3,175.20
P10008	License to Connect Non-Intrado Recording Device	1	$1,995.00	$1,256.85	$1,256.85
P10273	Low Profile KVM	1	$2,150.00	$2,150.00	$2,150.00
950853	Back Room Equipment Staging - Per Cabinet	1	$1,750.00	$1,750.00	$1,750.00
				Subtotal	**$39,306.23**
Power Stations					
914600/3	IWS External Programmable Keypad - 24 Buttons	2	$162.00	$162.00	$324.00
911808	A9C G3, Second Screen Kit	2	$354.00	$223.02	$446.04
911810-1/BB	Power Station Bundle	2	$8,232.00	$5,186.16	$10,372.32
950852	Front Room Equipment Staging - Per Position	2	$250.00	$250.00	$500.00
				Subtotal	**$11,642.36**
Power 911 Setup					
913100	Power 911 Client and Server Access License	2	$11,990.00	$7,553.70	$15,107.40
913152	Power 911 Add-On Recorder for Radio (ITRR)	2	$630.00	$396.90	$793.80
914963/BB	Object Server with Device Master	1	$6,542.40	$6,542.40	$6,542.40
P10375/OTF/PSAP	Multimedia PSAP setup price (Browser or API)	1	$3,000.00	$3,000.00	$3,000.00
P10375/OTF/MED POS	Multimedia panel (API) Position setup price	3	$75.00	$75.00	$225.00
				Subtotal	**$25,668.60**
Power Metrics Setup					
P10192	Power Metrics Advanced - Service set-up: No RDDM	1	$2,250.00	$2,250.00	$2,250.00
				Subtotal	**$2,250.00**

TXT29-1-1 Setup Fees

ITXTOTF2	TXT29-1-1 One-time-fee per PSAP (1-4 seats)	1	$1,250.00	$1,250.00	$1,250.00
P10383	TXT29-1-1 Translation One-time setup fee per PSAP (all sizes)	1	$995.00	$995.00	$995.00
				Subtotal	**$2,245.00**

Laptops

914114/BAK	Portable 9-1-1 Position (Back-up)	1	$12,000.00	$7,560.00	$7,560.00
914158	Laptop VPN Support License	1	$995.00	$626.85	$626.85
913152	Power 911 Add-On Recorder for Radio (ITRR)	1	$630.00	$396.90	$396.90
914600/3	IWS External Programmable Keypad - 24 Buttons	1	$162.00	$162.00	$162.00
950852	Front Room Equipment Staging - Per Position	1	$250.00	$250.00	$250.00
				Subtotal	**$8,995.75**

Peripheral Hardware

914514	Color Laser Printer	1	$1,062.79	$1,062.79	$1,062.79
				Subtotal	**$1,062.79**

Network Equipment and Services

912833	Router for VIPER	2	$2,080.00	$2,080.00	$4,160.00
914148	Firewall Appliance	1	$1,450.00	$1,450.00	$1,450.00
950520	Engineering Professional Services	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$7,110.00**

Project Survey

P10313	Project Survey (per Site)	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	1	$250.00	$250.00	$250.00
				Subtotal	**$2,050.00**

Installation Services

P10314	Professional Services (per Day)	7	$1,800.00	$1,800.00	$12,600.00
P10319	Living Expense per Day per Person	9	$250.00	$250.00	$2,250.00
P10351	Travel Fee per Person	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$16,350.00**

SCC Mapping Services

SCC-DP	GIS Data Prep	1	$2,500.00	$2,500.00	$2,500.00
SCC-RC	Position Provisioning	3	$400.00	$400.00	$1,200.00
				Subtotal	**$3,700.00**

Training Services

960780	Administrator Training	1	$1,500.00	$1,500.00	$1,500.00
960801	User Training	1	$1,500.00	$1,500.00	$1,500.00
P10087	CCS Training	1	$1,500.00	$1,500.00	$1,500.00
SCC-TRN-ADMIN	SCC Administrator Training	1	$1,500.00	$1,500.00	$1,500.00
P10373	Training Cutover Support	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	9	$250.00	$250.00	$2,250.00
P10351	Travel Fee per Person	2	$1,500.00	$1,500.00	$3,000.00
				Subtotal	**$13,050.00**

Project Management Services

950510	Project Management Services	1	$0.00	$7,600.00	$7,600.00
				Subtotal	**$7,600.00**

Freight Charges

FREIGHT	Shipping and Handling	1	$0.00	$3,246.95	$3,246.95
				Subtotal	**$3,246.95**

TXT29-1-1 Recurring Services

ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 1	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 1	1	$1,495.00	$1,495.00	$1,495.00
				Subtotal	**$2,995.00**

Power Metrics Recurring Services

P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 1	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 1	1	$960.00	$960.00	$960.00
				Subtotal	**$3,084.00**

SCC Mapping Recurring Services

SCC-ADMIN/A	Concurrent Administrator License Annual - Year 1	1	$3,600.00	$2,268.00	$2,268.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 1	1	$2,760.00	$1,738.80	$1,738.80
SCC-DU/1	Map Data Update Service Once per Year - Year 1	1	$1,200.00	$1,200.00	$1,200.00

P10280	Third Party License for SCC Administrator - Year 1	1	$0.00	$0.00	$0.00
P10279	Third Party License for SCC User - Year 1	1	$0.00	$0.00	$0.00
				Subtotal	**$5,206.80**

Power 911 Multimedia

P10375/ARC/MED POS	Multimedia panel Position ARC - Year 1	2	$2,100.00	$2,100.00	$4,200.00
				Subtotal	**$4,200.00**

Total Protection Services

P10350	Total Protection Service, Dark Back-up Position - Year 1	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 1	2	$2,500.00	$2,500.00	$5,000.00
				Subtotal	**$5,250.00**

On-Site Maintenance

950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 1	1	$262.50	$262.50	$262.50
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 1	2	$2,625.00	$2,625.00	$5,250.00
				Subtotal	**$5,512.50**

DISCOUNT

DISCOUNT MNTC	Maintenance Discount	1	$0.00	($387.09)	($387.09)
DISCOUNT SVC	Service Discount	1	$0.00	($2,063.41)	($2,063.41)
DISCOUNT SYST	System Discount	1	$0.00	($3,320.01)	($3,320.01)
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	($362.75)	($362.75)
				Subtotal	**($6,133.26)**
				Total	**$164,392.72**

Site: Boundary County - Optional

Optional Maintenance Services

Item#	Description	Qty	List Price	Selling Price	Total

Total Protection Services

P10349	Total Protection Service, Primary Position - Year 2	2	$2,500.00	$2,500.00	$5,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 2	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 3	2	$2,500.00	$2,500.00	$5,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 3	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 4	2	$2,500.00	$2,500.00	$5,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 4	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 5	2	$2,500.00	$2,500.00	$5,000.00
P10350	Total Protection Service, Dark Back-up Position - Year 5	1	$250.00	$250.00	$250.00
				Subtotal	**$21,000.00**

On-Site Maintenance

950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 2	2	$2,677.50	$2,677.50	$5,355.00
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 2	1	$267.75	$267.75	$267.75
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 3	2	$2,731.05	$2,731.05	$5,462.10
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 3	1	$273.11	$273.11	$273.11
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 4	2	$2,785.67	$2,785.67	$5,571.34
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 4	1	$278.57	$278.57	$278.57
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 5	2	$2,841.38	$2,841.38	$5,682.76
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 5	1	$284.14	$284.14	$284.14
				Subtotal	**$23,174.77**

Site: Boundary County - Optional

Optional Recurring Services

Item#	Description	Qty	List Price	Selling Price	Total

TXT29-1-1 Recurring Services

ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 2	1	$1,500.00	$1,500.00	$1,500.00

P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 2	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 3	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 3	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 4	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 4	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) - Year 5	1	$1,500.00	$1,500.00	$1,500.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 5	1	$1,495.00	$1,495.00	$1,495.00
				Subtotal	**$11,980.00**

Power Metrics Recurring Services

P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 2	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 2	1	$960.00	$960.00	$960.00
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 3	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 3	1	$960.00	$960.00	$960.00
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 4	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 4	1	$960.00	$960.00	$960.00
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP - Year 5	1	$2,124.00	$2,124.00	$2,124.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 5	1	$960.00	$960.00	$960.00
				Subtotal	**$12,336.00**

SCC Mapping Recurring Services

SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 2	1	$2,760.00	$1,738.80	$1,738.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 2	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 2	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 2	1	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 2	1	$0.00	$0.00	$0.00

SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 3	1	$2,760.00	$1,738.80	$1,738.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 3	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 3	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 3	1	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 3	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 4	1	$2,760.00	$1,738.80	$1,738.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 4	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 4	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 4	1	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 4	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 5	1	$2,760.00	$1,738.80	$1,738.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 5	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 5	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 5	1	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 5	1	$0.00	$0.00	$0.00
				Subtotal	**$20,827.20**

Power 911 Multimedia

P10375/ARC/MED POS	Multimedia panel Position ARC - Year 2	2	$2,100.00	$2,100.00	$4,200.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 3	2	$2,100.00	$2,100.00	$4,200.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 4	2	$2,100.00	$2,100.00	$4,200.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 5	2	$2,100.00	$2,100.00	$4,200.00
				Subtotal	**$16,800.00**

Site: Boundary County - Optional

Optional Items and Services

Item#	Description	Qty	List Price	Selling Price	Total Price

DISCOUNT

DISCOUNT MNTC	Maintenance Discount	1	$0.00	$0.00	$0.00
DISCOUNT SVC	Service Discount	1	$0.00	$0.00	$0.00
DISCOUNT SYST	System Discount	1	$0.00	$0.00	$0.00
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	$0.00	$0.00
				Subtotal	**$0.00**

Summary - Bonner County

Item	Discount	Price
Systems	($6,055.52)	$162,308.81
Services	($2,925.73)	$62,519.27
Recurring Services	($840.39)	$38,425.41
Maintenance	($1,308.74)	$35,078.76
Total:		**$298,332.25**

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	$168,364.33	$65,445.00	$39,265.80	$36,387.50	($11,130.38)	**$298,332.25**
Totals	**$168,364.33**	**$65,445.00**	**$39,265.80**	**$36,387.50**	**($11,130.38)**	**$298,332.25**

Configuration Parameters - Bonner County

Site Configuration

Total Positions	8 (7 Primary/1 Backup Laptop)
Total Number of E9-1-1 CAMA Trunks	Up to 8
Total Number of FXO Lines	Up to 12
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
3rd Party PBX Licenses	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included
AntiVirus	11
CPE Provider	Intrado

Setup Fees

VIPER	$46,503.98
Power Stations	$40,748.26
Power 911 Setup	$65,796.60
Power Metrics Setup	$2,250.00
TXT29-1-1 Setup Fees	$4,245.00
Laptops	$8,995.75
Peripheral Hardware	$1,062.79
Network Equipment and Services	$7,110.00
Freight Charges	$3,246.95
DISCOUNT	($11,130.38)

Professional Services

Project Survey	$2,050.00
Installation Services	$20,450.00
SCC Mapping Services	$5,700.00
Training Services	$13,050.00
Project Management Services	$12,600.00

Recurring Services

TXT29-1-1 Recurring Services	$7,095.00
Power Metrics Recurring Services	$3,570.00
SCC Mapping Recurring Services	$13,900.80
Power 911 Multimedia	$14,700.00

Maintenance

Total Protection Services	$17,750.00
On-Site Maintenance	$18,637.50

Optional Items

SCC Mapping Recurring Services	$58,103.20
TXT29-1-1 Recurring Services	$21,580.00
On-Site Maintenance	$78,352.77
DISCOUNT	$0.00
Power Metrics Recurring Services	$14,280.00
Power 911 Multimedia	$58,800.00
Total Protection Services	$71,000.00

Site: Bonner County

Item#	Description	Qty	List Price	Selling Price	Total
VIPER					
912803/2	VIPER Primary VoIP Soft Switch	2	$2,650.00	$2,650.00	$5,300.00
912890/BB	Media Kit Prebuilt Building Block	1	$100.00	$63.00	$63.00
P10353	SWITCH, Cisco, C9200L, 24 port, (with stacking module)	2	$6,600.00	$6,600.00	$13,200.00
911830	VIPER Gateway Chassis G3	1	$1,320.00	$831.60	$831.60
911831	CIM G3	2	$3,228.00	$2,033.64	$4,067.28
912807	4 Foot IT Cabinet	1	$3,600.00	$3,600.00	$3,600.00
912811	Application Server License	8	$995.00	$626.85	$5,014.80
912812	PBX Access License	15	$645.00	$406.35	$6,095.25
911834	AIM G3	3	$1,680.00	$1,058.40	$3,175.20
P10008	License to Connect Non-Intrado Recording Device	1	$1,995.00	$1,256.85	$1,256.85
P10273	Low Profile KVM	1	$2,150.00	$2,150.00	$2,150.00
950853	Back Room Equipment Staging - Per Cabinet	1	$1,750.00	$1,750.00	$1,750.00
				Subtotal	**$46,503.98**
Power Stations					
914600/3	IWS External Programmable Keypad - 24 Buttons	7	$162.00	$162.00	$1,134.00
911808	A9C G3, Second Screen Kit	7	$354.00	$223.02	$1,561.14
911810-1/BB	Power Station Bundle	7	$8,232.00	$5,186.16	$36,303.12
950852	Front Room Equipment Staging - Per Position	7	$250.00	$250.00	$1,750.00
				Subtotal	**$40,748.26**
Power 911 Setup					
913100	Power 911 Client and Server Access License	7	$11,990.00	$7,553.70	$52,875.90
913152	Power 911 Add-On Recorder for Radio (ITRR)	7	$630.00	$396.90	$2,778.30
914963/BB	Object Server with Device Master	1	$6,542.40	$6,542.40	$6,542.40
P10375/OTF/PSAP	Multimedia PSAP setup price (Browser or API)	1	$3,000.00	$3,000.00	$3,000.00
P10375/OTF/MED POS	Multimedia panel (API) Position setup price	8	$75.00	$75.00	$600.00
				Subtotal	**$65,796.60**
Power Metrics Setup					
P10192	Power Metrics Advanced - Service set-up: No RDDM	1	$2,250.00	$2,250.00	$2,250.00
				Subtotal	**$2,250.00**

TXT29-1-1 Setup Fees

ITXTOTF4	TXT29-1-1 One-time-fee per PSAP (5-10 seats)	1	$3,250.00	$3,250.00	$3,250.00
P10383	TXT29-1-1 Translation One-time setup fee per PSAP (all sizes)	1	$995.00	$995.00	$995.00
				Subtotal	**$4,245.00**

Laptops

914114/BAK	Portable 9-1-1 Position (Back-up)	1	$12,000.00	$7,560.00	$7,560.00
914158	Laptop VPN Support License	1	$995.00	$626.85	$626.85
913152	Power 911 Add-On Recorder for Radio (ITRR)	1	$630.00	$396.90	$396.90
914600/3	IWS External Programmable Keypad - 24 Buttons	1	$162.00	$162.00	$162.00
950852	Front Room Equipment Staging - Per Position	1	$250.00	$250.00	$250.00
				Subtotal	**$8,995.75**

Peripheral Hardware

914514	Color Laser Printer	1	$1,062.79	$1,062.79	$1,062.79
				Subtotal	**$1,062.79**

Network Equipment and Services

912833	Router for VIPER	2	$2,080.00	$2,080.00	$4,160.00
914148	Firewall Appliance	1	$1,450.00	$1,450.00	$1,450.00
950520	Engineering Professional Services	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$7,110.00**

Project Survey

P10313	Project Survey (per Site)	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	1	$250.00	$250.00	$250.00
				Subtotal	**$2,050.00**

Installation Services

P10314	Professional Services (per Day)	9	$1,800.00	$1,800.00	$16,200.00
P10319	Living Expense per Day per Person	11	$250.00	$250.00	$2,750.00
P10351	Travel Fee per Person	1	$1,500.00	$1,500.00	$1,500.00
				Subtotal	**$20,450.00**

SCC Mapping Services

SCC-DP	GIS Data Prep	1	$2,500.00	$2,500.00	$2,500.00
SCC-RC	Position Provisioning	8	$400.00	$400.00	$3,200.00
				Subtotal	**$5,700.00**

Training Services

960780	Administrator Training	1	$1,500.00	$1,500.00	$1,500.00
960801	User Training	1	$1,500.00	$1,500.00	$1,500.00
P10087	CCS Training	1	$1,500.00	$1,500.00	$1,500.00
SCC-TRN-ADMIN	SCC Administrator Training	1	$1,500.00	$1,500.00	$1,500.00
P10373	Training Cutover Support	1	$1,800.00	$1,800.00	$1,800.00
P10319	Living Expense per Day per Person	9	$250.00	$250.00	$2,250.00
P10351	Travel Fee per Person	2	$1,500.00	$1,500.00	$3,000.00
				Subtotal	**$13,050.00**

Project Management Services

950510	Project Management Services	1	$0.00	$12,600.00	$12,600.00
				Subtotal	**$12,600.00**

Freight Charges

FREIGHT	Shipping and Handling	1	$0.00	$3,246.95	$3,246.95
				Subtotal	**$3,246.95**

TXT29-1-1 Recurring Services

ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 1	1	$3,900.00	$3,900.00	$3,900.00
P10385	TXT29-1-1 Translation Annual Recurring fee per PSAP (5-10 positions) - Year 1	1	$3,195.00	$3,195.00	$3,195.00
				Subtotal	**$7,095.00**

Power Metrics Recurring Services

P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 1	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 1	1	$960.00	$960.00	$960.00
				Subtotal	**$3,570.00**

SCC Mapping Recurring Services

SCC-ADMIN/A	Concurrent Administrator License Annual - Year 1	1	$3,600.00	$2,268.00	$2,268.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 1	6	$2,760.00	$1,738.80	$10,432.80

SCC-DU/1	Map Data Update Service Once per Year - Year 1	1	$1,200.00	$1,200.00	$1,200.00
P10280	Third Party License for SCC Administrator - Year 1	1	$0.00	$0.00	$0.00
P10279	Third Party License for SCC User - Year 1	6	$0.00	$0.00	$0.00
				Subtotal	**$13,900.80**

Power 911 Multimedia

P10375/ARC/MED POS	Multimedia panel Position ARC - Year 1	7	$2,100.00	$2,100.00	$14,700.00
				Subtotal	**$14,700.00**

Total Protection Services

P10350	Total Protection Service, Dark Back-up Position - Year 1	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 1	7	$2,500.00	$2,500.00	$17,500.00
				Subtotal	**$17,750.00**

On-Site Maintenance

950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 1	1	$262.50	$262.50	$262.50
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 1	7	$2,625.00	$2,625.00	$18,375.00
				Subtotal	**$18,637.50**

DISCOUNT

DISCOUNT MNTC	Maintenance Discount	1	$0.00	($1,308.74)	($1,308.74)
DISCOUNT SVC	Service Discount	1	$0.00	($2,925.73)	($2,925.73)
DISCOUNT SYST	System Discount	1	$0.00	($6,055.52)	($6,055.52)
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	($840.39)	($840.39)
				Subtotal	**($11,130.38)**
				Total	**$298,332.25**

Site: Bonner County - Optional

Optional Maintenance Services

Item#	Description	Qty	List Price	Selling Price	Total

Total Protection Services

P10349	Total Protection Service, Primary Position - Year 2	7	$2,500.00	$2,500.00	$17,500.00
P10350	Total Protection Service, Dark Back-up Position - Year 2	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 3	7	$2,500.00	$2,500.00	$17,500.00
P10350	Total Protection Service, Dark Back-up Position - Year 3	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 4	7	$2,500.00	$2,500.00	$17,500.00
P10350	Total Protection Service, Dark Back-up Position - Year 4	1	$250.00	$250.00	$250.00
P10349	Total Protection Service, Primary Position - Year 5	7	$2,500.00	$2,500.00	$17,500.00
P10350	Total Protection Service, Dark Back-up Position - Year 5	1	$250.00	$250.00	$250.00
				Subtotal	**$71,000.00**

On-Site Maintenance

950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 2	7	$2,677.50	$2,677.50	$18,742.50
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 2	1	$267.75	$267.75	$267.75
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 3	7	$2,731.05	$2,731.05	$19,117.35
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 3	1	$273.11	$273.11	$273.11
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 4	7	$2,785.67	$2,785.67	$19,499.69
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 4	1	$278.57	$278.57	$278.57
950999/ONS1-3/1	On-Site Maint, (per position / per year for 21+ positions) - Year 5	7	$2,841.38	$2,841.38	$19,889.66
950999/ONS1-3-BU/1	On-Site Maint - /Pos - 21+ pos sys - Back Up Position - Year 5	1	$284.14	$284.14	$284.14
				Subtotal	**$78,352.77**

Site: Bonner County - Optional

Optional Recurring Services

Item#	Description	Qty	List Price	Selling Price	Total

TXT29-1-1 Recurring Services

ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 2	1	$3,900.00	$3,900.00	$3,900.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 2	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 3	1	$3,900.00	$3,900.00	$3,900.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 3	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 4	1	$3,900.00	$3,900.00	$3,900.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 4	1	$1,495.00	$1,495.00	$1,495.00
ITXTARF2	TXT29-1-1 Annual Recurring Fee per PSAP (5-10 Seats) - Year 5	1	$3,900.00	$3,900.00	$3,900.00
P10384	TXT29-1-1 Translation Annual Recurring fee per PSAP (1-4 positions) - Year 5	1	$1,495.00	$1,495.00	$1,495.00
				Subtotal	**$21,580.00**

Power Metrics Recurring Services

P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 2	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 2	1	$960.00	$960.00	$960.00
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 3	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 3	1	$960.00	$960.00	$960.00
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 4	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 4	1	$960.00	$960.00	$960.00
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP - Year 5	1	$2,610.00	$2,610.00	$2,610.00
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 5	1	$960.00	$960.00	$960.00
				Subtotal	**$14,280.00**

SCC Mapping Recurring Services

SCC-DP	GIS Data Prep - Year 1	1	$2,500.00	$2,500.00	$2,500.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 2	6	$2,760.00	$1,738.80	$10,432.80

SCC-ADMIN/A	Concurrent Administrator License Annual - Year 2	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 2	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 2	6	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 2	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 3	6	$2,760.00	$1,738.80	$10,432.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 3	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 3	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 3	6	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 3	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 4	6	$2,760.00	$1,738.80	$10,432.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 4	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 4	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 4	6	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 4	1	$0.00	$0.00	$0.00
SCC-USER-50/A	Concurrent User License (21-50+ Users) Annual - Year 5	6	$2,760.00	$1,738.80	$10,432.80
SCC-ADMIN/A	Concurrent Administrator License Annual - Year 5	1	$3,600.00	$2,268.00	$2,268.00
SCC-DU/1	Map Data Update Service Once per Year - Year 5	1	$1,200.00	$1,200.00	$1,200.00
P10279	Third Party License for SCC User - Year 5	6	$0.00	$0.00	$0.00
P10280	Third Party License for SCC Administrator - Year 5	1	$0.00	$0.00	$0.00
				Subtotal	**$58,103.20**

Power 911 Multimedia

P10375/ARC/MED POS	Multimedia panel Position ARC - Year 2	7	$2,100.00	$2,100.00	$14,700.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 3	7	$2,100.00	$2,100.00	$14,700.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 4	7	$2,100.00	$2,100.00	$14,700.00
P10375/ARC/MED POS	Multimedia panel Position ARC - Year 5	7	$2,100.00	$2,100.00	$14,700.00
				Subtotal	**$58,800.00**

Site: Bonner County - Optional

Optional Items and Services

Item#	Description	Qty	List Price	Selling Price	Total Price
DISCOUNT					
DISCOUNT MNTC	Maintenance Discount	1	$0.00	$0.00	$0.00
DISCOUNT SVC	Service Discount	1	$0.00	$0.00	$0.00
DISCOUNT SYST	System Discount	1	$0.00	$0.00	$0.00
DISCOUNT REC SVC	Recurring Services Discount	1	$0.00	$0.00	$0.00
				Subtotal	**$0.00**

Notes

1 This quote provides pricing for a VIPER system for Post Falls Police Department.

Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a “Non¬ Appropriation Event”), then you will give us not less than ninety (90) days written notice (a “Termination Notice”) and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available (“Termination Date”). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non¬Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non¬Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re¬ leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

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.
(1) Government of China: Intrado 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.

(2) Contract with Abortion Providers: To the extent this Agreement is subject to the use of public funds, Intrado 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).

(3) Boycott Israel: Intrado certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of Israel as those terms are defined in Idaho Code 67-2346.

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2 For TXT29-1-1 Translation, the quote assumes that the PSAP will have upgraded to VIPER 7 by time of installation. One-time fees do not include Firewall configuration. Some older Firewall configurations may require an update to allow access to the intrado.com domain.

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3 Customer to provide the following peripheral equipment, as required:

Additional Backroom Equipment Required:
Two (2) modems to ALI Database (If not using ESInet/i3)
Amphenol cables and punch blocks

A high-speed internet-based VPN Connection for Remote Monitoring and Maintenance must be provisioned.

Additional Power IWS Equipment Required:
Each IWS position requires sufficient CAT5e/CAT6 Network Cabling (3 per position) not normally supplied by Intrado, to reach the Network Switches in the back room.

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4 This quote provides VPN Laptop positions. These new positions will have the same software versions as the remaining positions onsite.

Quote assumes that the system has the following minimum System Requirements:
• Windows 10 Laptops with VPN
• VIPER v5.1 KB 19252 19253 (note there is a newer VIPER KB 19555 19556 that should be applied, an upgrade is required)
• Power911 v6.4.0.289
• MapFlex 5.4 sp1
• Laptop must be Intrado purchased
• Securities needs to be v2.4 (needed for laptop domain policy)
• Anti-Virus needs to be at v14.2
• Sufficient Internet Access via a firewall

Assumption is there is not VPN access today and customer will provide Internet access with a static IP address.

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5 The Multimedia panel relies on cloud-based services to stream and retrieve multimedia content (videos, pictures) from the caller. These services require:

- internet connectivity at the PSAP positions for multimedia traffic. Plan for 350 Kbps of bandwidth per video session
- a customer provided SMTP server for the Multimedia link email sharing function
- a minimum version of Windows Securities 2.5.2 and Chrome Browser package 1.0.4 deployed on the positions Recorded Multimedia sessions are stored for a maximum of 90 days.
- VIPER 7 needs to be on minimum Rev 77 and P911 on minimum Rev 85 prior to Intrado technician arrival. Labor to upgrade the PSAP to the latest KBs are not included in this quote.
- Recorded Multimedia sessions are stored for a maximum of 90 days.

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6 The SCC Administrator License is dual purpose. This license allows a user to administer the configuration, and when not in use it allows any user to login for call taking.

Spatial Command & Control (SCC) relies heavily on customer provided GIS data to perform many functions of call handling map display and decision making. The quality of the GIS data has a direct impact on how well SCC will perform these functions. The customer is responsible for providing Intrado with GIS data that has undergone quality assurance validation, error correction and is aligned with legacy 911 data databases (MSAG and ALI). Intrado's GIS division can assist customers with incremental SCC GIS data preparedness services which can be evaluated and quoted upon request.

Spatial Command & Control (SCC) is a browser-based cloud-hosted 9-1-1 call mapping application that displays incoming calls on a map using customer provided GIS data and location data received from the call handling system.

Customers must provide GIS data for provisioning within Spatial Command & Control and are required to maintain their GIS data unless Intrado has been contracted to manage the data on their behalf.

- Customer can choose to host their data or have Intrado host the data. The price for SCC Mapping is the same regardless.
- If Intrado hosts the data, Intrado must perform the data updates 2, 4, or 6 times per year.
- If the customer hosts their data, they can perform updates as often as they would like.
- Customers may consider Intrado's Spatial Manager service to manage their GIS data updates.

Services included with the Spatial Command & Control:

- GIS data set evaluation and configuration
- Remote configuration services for all main and backup VIPER Power 911 positions
- GIS data hosting services within the SCC cloud environment
- Re-creation of a GIS data potentially needed in support of software "break-fix"
- Integration with Rapid SOS upon request
- Receiving and plotting Z-axis values. Customer must have ESRI Webscene or other oblique imagery to display Z-axis values.

Optional services available with Spatial Command & Control:

- GIS data package reconfiguration services after the initial system setup and installation
- GIS data update service one-time or recurring

Spatial Command and Control is accessed over the internet and requires that the following minimum bandwidth:

Active Position Count per Location	**Bandwidth (Mbps) Download**
1-3	1.5
4-6	3
7-10	5
11-15	7.5
16-20	10
21-40	20
41-50	25

7 All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements

- Layer 3 routing must be provided between all locations
- Certified CAT5e/CAT6 between all network switches
- Guaranteed Bandwidth for all Intrado applications

- Low Latency (< 40ms)
- Low Jitter (< 5ms)
- Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
- Support for QoS (Quality of Service) as needed
- Security against intrusion and virus attack
- Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
- DNS Caching and forwarding from satellite sites to all VIPER Application Servers
- Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
- Multicast traffic must not pass between separate discrete VIPER systems
- A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.

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8 **Total Protection Service provide**:

- 24/7 VIPER Alarm (NOC) Monitoring
- 24/7 Remote Technical Support
- Access to all product software updates, enhancements, and new feature releases.
- Access to all future Call Handling platform upgrades at no additional cost [i]
- Hardware repairs and hardware updates to ensure the Intrado VIPER system is operating at peak performance for the duration of system life cycle.[ii]
- Anti-Virus Update Service
- OS Update Service
- Cisco IOS updates for standard Intrado supplied Cisco LAN switches

Conditions not covered under this Service offering

- Installation support for Call Handling platform upgrades. Installation services can be purchased separately from Intrado.
- Assistance with third-party software or hardware not provided by Intrado.
- Assistance with user configuration, usage scenarios, and items covered in standard end user training or operating manuals provided to the customer. Support for these subjects is available through purchase of end-user training curriculum.
- Assistance with Geographic Information Systems (GIS) data updates performed by the end user or resulting problems.
- Replacement of non-operational hardware not provided by Intrado.
- Replacement of non-operational workstation monitors.
- Hardware items deemed to be non-functional as a result of abuse, Force Majeure or other actions.

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9 The 3rd Party Recorder Interface Kit provides the following:

1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.

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3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, Intrado will not be responsible for the support or provisioning of the 3rd party recorder.

10 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

11 The ITS solution establishes a secure connection between the customer facility and the Intrado Data Center over a VPN using customer-provided Public IP internet connection. More information about ITS can be found in the TXT Service Guide.

12 The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.

13 **Comprehensive Project Management**

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- Intrado resources are scheduled and managed with project implementation and cut-over requirements

- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

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14 **On-site Support Services** are primarily designed to assist with issues that require system expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's Intrado system. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and system upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide the On-Site Support Services.

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15 All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

Unless otherwise stated in this quotation, Installation, Training, Project Management, and Maintenance services have not been included for optional modules. Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary.

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16 Intrado's fully integrated Text to 9-1-1 solution is incorporated into the Power 9-1-1 display complete with drop down text. Text messages "ring" just like 9-1-1 calls coming in and are routed under the same routing/ACD rules applied by the PSAP. Text sessions can be transferred to any enabled user on the Viper system. All wireless carriers currently enabling text messaging can be reached through this system.

Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by Intrado Life & Safety Solutions Corporation.

Text is provided into the Call Handling system either via ITS or ESINet, depending on transport method used.

TXT29-1-1 services will be provided in accordance with the applicable Service Guide at https://www.intrado.com/legal-privacy/terms/call-handling.

PSAP billing will begin upon completion of deployment and text readiness delivery from Intrado to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

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17 **Power Metrics**

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

Power Metrics services will be provided in accordance with the applicable Service Guide at https://www.intrado.com/legal-privacy/terms/call-handling.

Terms

VENDOR NAME	**Intrado Life & Safety Solutions Corporation** Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	erd-ordermanagementteam@intrado.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
DISCOUNT	**Maintenance and Recurring service discounts will be applied proportionately to each year of service purchased. If services are cancelled for future years, no refund or credit will be issued relating to such discount.**
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2010
INVOICING	If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment. If installation is purchased, Customer will be invoiced according to the following terms: • $214,762 billed at signing • Remaining balance: • 50% billed at shipping • 50% billed at Final Acceptance
DELIVERY	TBD
VALIDITY	**Quote expires on March 29, 2024**. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation.

MODIFIED TERMS

The following modifications are made to the Call Handling and GIS terms and conditions at intrado.com/legal-privacy/terms/call-handling:

7. Limitation of Liability.

The limits on liability under Section 7.1 will not apply to the extent that such limitation causes Customer to be in violation of any applicable law, including IDAHO CONST. art. VIII, § 3.

16.6. Applicable Law and Remedies:

References to Colorado will be modified to Idaho. In addition, the following clause is added: "All causes of action to enforce or interpret the provisions of this Agreement must be brought in the First Judicial District of the State of Idaho in Kootenai County and may not thereafter be removed to any other court."

Exhibit A, Section 2:

The following additional exclusion is added: (d) "any information that does not meet the definition of a "trade secret: under Idaho Code 74-107 regardless of whether the record has been marked confidential or proprietary."

Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	SHAUBOLD	Multi Nodes with Remote	June 29, 2023
2	SHAUBOLD	v2 • Please make sure switches quoted are the 9200 switches. • Customer will supply their own monitors • They have asked us to quote Intrado on site maintenance, plus the on site maintenance training, plus the certification class all in the base • They are asking for BOTH the 148 firewalls and the i3 •	July 13, 2023
3	JDILLON	v3 - Update text translation and P911 multimedia promote to expiry on 12/1/2023. Update invoicing to terms approval by legal.	July 21, 2023
4	SHAUBOLD	v4 1. Add AIM modules and remove Admin SIP a. Boundary – Remove SIP licenses add 3 AIMs b. Bonner – remove SIP licenses add 3 AIMs 2. On Post Falls: Change the quantity of the certification class to 3 total P10281	July 25, 2023
5	SHAUBOLD	v5 move Critical spares to optional move Certification training to optional change the position count at Boundary county to 2 (currently 3) please leave the laptop on there, just removing one position.	August 01, 2023
6	SHAUBOLD	v6 Add Verbiage to Notes approved by Legal	September 21, 2023

Optional Signature Page

Customer can purchase the products and services in this Quote by:

- **Issuing a purchase order for the Total Amount of the quote**

OR

- **By signing below**

Intrado Quote Number: 73859 Version: 7 Date Issued: September 27, 2023

Total Purchase Amount (Not including Optional Products or Services): $1,072,138.08

Please check one: Bill the Total Amount Upfront: ______ Bill Annually: _______

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Post Falls Police Department, ID

Signature: ____

Printed Name: ____

Title: ____

Date Signed: ____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

______ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

__X__ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Development Agreement Text Amendment File # TA-23-1

ITEM AND RECOMMENDED ACTION:
City Council is being asked to review and approve the proposed text amendment.

DISCUSSION:
City Council is being asked to review and approve to increase the time to attain a signature for a Development Agreement to 12 months from 6 months in Post Falls Municipal Code (PFMC) Title 18.20.190. The following PFMC section is being proposed to be amended:

18.20.190: DEVELOPMENT AGREEMENTS:

The City requires a development agreement, pursuant to Idaho Code section 67-6511A, for all requests to zone property to the Technology, Community Commercial, or Residential Mixed Zone and in conjunction with all requests for annexation and zoning of property. Additionally the City may require a development agreement as a condition of approving a rezone request. When required, the development agreement must be signed by the property owner and returned to the City within ~~six (6)~~twelve (12) months of the City Council granting annexation and/or rezone.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
NA

APPROVED OR DIRECTION GIVEN:
The Planning and Zoning Commission forwarded a recommendation of approval at their September 12th Public Hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
None

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: Purchase of Four Replacement Henke Gated Loader Plows

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ITEM AND RECOMMENDED ACTION:
Staff requests Council approval for the purchase of (4) Henke gated plows from Western States Equipment Company using Sourcewell cooperative purchasing pricing. The total amount for the purchase of these four plows is $145,851.68 (36,462.92/each).

DISCUSSION:
These plows will replace the existing worn-out plows on our CAT loaders. The City adopted the use of gated plows in 2018 in order to reduce the amount of snow that is typically left in driveways when a plow passes by. These new plows are second generation and are expected to be built stronger and be more dependable than our existing units. The Sourcewell price for the gated plows is $36,462.68/each. Delivery of these plows is expected to be in the summer/fall of 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
May 16th, 2023: Council Workshop

APPROVED OR DIRECTION GIVEN:
Staff received feedback from Council to move forward with the purchase of the (4) leased loaders (lease-purchase agreement) as well as replacing their gated plows.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Funds for this purchase will come out of the replacement fund. Total cost to purchase (4) replacement Henke Hi-Gate plows is $145,851.68

BUDGET CODE:
001-434.0000.90010

ATTACHMENTS:
1. Exhibit A - State Provisions
2. Quote - Henke Single Plow - Sourcewell
3. Quote Henke Plows - Total for 4 plows
4. 2023.09.14 Coop Purchase Memo Henke-signed

<u>Exhibit A</u>

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.

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

WESTERN STATES **CAT**

Hayden
10780 N Highway 95 Hayden, ID 83835
208.762.6690

SALES AGREEMENT

AGREEMENT: Q000332385-4
AGREEMENT DATE: 8/21/2023
AGREEMENT EXPIRES: 9/17/2023
WAREHOUSE: Hayden Machine Sales
CUSTOMER NO.: 6994500
CUSTOMER PO:
SALESMAN: Jeff D Shaw
208-659-3003
Jeff.Shaw@wseco.com

SOLD TO:
City Of Post Falls
408 N Spokane St
Attn: Town Supervisor
Post Falls, ID 83854-7538

SHIP TO:
Office
408 N Spokane St
Attn: Town Supervisor
Post Falls, ID 83854-7538

ITEM DESCRIPTION	PRICE
Caterpillar HENKE 12' REVERSIBLE PLOW S/N: TBD - HEN 12' REVERSIBLE PLOW	$44,001.00
List Price Discount - Soucewell Gov Contract Discount. Contract # 062222-AGI-2 Maturity Date: 08-15-2026 -	($5,281.00)
List Price Discount - Additional Dealer Discount: -	($2,257.08)

Notes

HENKE REL12 PLOWS WITH END GATES AND 6509 SNOW WHEEL SYSTEMS INSTALLED. PRICE QUOTED IS "AS DELIVERED" FROM HENKE. ANY ADDITIONAL HOSES / COUPLERS NEEDED WILL BE EXTRA AND HAVE TO QUOTED AT TIME OF DELIVERY.

Before Tax Balance	$36,462.92
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$36,462.92**

Western States Equipment

Order Received by ______________________

Title Salesman ______________ Date ______________

City Of Post Falls

Approved and Accepted by ______________________

Title ______________ Date ______________

Warranty Document Received (initial) ______________

Trade Ins: *All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.*
Warranty: *By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.*

SALES AGREEMENT

Hayden
10780 N Highway 95 Hayden, ID 83835
208.762.6690

AGREEMENT: Q000332385-2
AGREEMENT DATE: 8/18/2023
AGREEMENT EXPIRES: 9/17/2023
WAREHOUSE: Hayden Machine Sales
CUSTOMER NO.: 6994500
CUSTOMER PO:
SALESMAN: Jeff D Shaw
208-659-3003
Jeff.Shaw@wseco.com

SOLD TO:
City Of Post Falls
408 N Spokane St
Attn: Town Supervisor
Post Falls, ID 83854-7538

SHIP TO:
Office
408 N Spokane St
Attn: Town Supervisor
Post Falls, ID 83854-7538

ITEM DESCRIPTION	PRICE
Caterpillar HENKE 12' REVERSIBLE PLOW S/N: TBD - HEN 12' REVERSIBLE PLOW	$36,462.92
Caterpillar HENKE 12' REVERSIBLE PLOW S/N: TBD - HEN 12' REVERSIBLE PLOW	$36,462.92
Caterpillar HENKE 12' REVERSIBLE PLOW S/N: TBD - HEN 12' REVERSIBLE PLOW	$36,462.92
Caterpillar HENKE 12' REVERSIBLE PLOW S/N: TBD - HEN 12' REVERSIBLE PLOW	$36,462.92

Notes
HENKE REL12 PLOWS WITH END GATES AND 6509 SNOW WHEEL SYSTEMS INSTALLED. PRICE QUOTED IS "AS DELIVERED" FROM HENKE. ANY ADDITIONAL HOSES / COUPLERS NEEDED WILL BE EXTRA AND HAVE TO QUOTED AT TIME OF DELIVERY.

Before Tax Balance	$145,851.68
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$145,851.68**

Western States Equipment

Order Received by ______________________

Title Salesman ______________ Date ______________

City Of Post Falls

Approved and Accepted by ______________________

Title ______________ Date ______________

Warranty Document Received (initial) ______________

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.

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

Memorandum of Legal Counsel

To: Ross Junkin, Public Works Maintenance Manager
From: Field K. Herrington, Deputy City Attorney
Date: September 14, 2023
Re: September 19, 2023, Cooperative Purchasing – Henke Gated Plows (4)

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

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

On or about 8/25/2023, I received copies of contract documents that were received by Public Works - Streets & Fleet utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that the Sourcewell utilized. Sourcewell published a request for proposals ("RFP") on 5/3/2022 and opened the proposals on 6/22/2022 and awarded the contract to Henke – Alamo Group (USA). The associated RFP, Proof of Publication, Evaluation, and any Comment and Review documents have been attached for your review.

Based upon the contract amount being between $75,000 and $150,000, the contract documents and a memo explaining the reason for the procurement and vendor selection must be presented and approved by City Council and signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

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

Very Truly Yours,

Field K. Herrington
Deputy City Attorney

Enclosures

RFP #062222
REQUEST FOR PROPOSALS
for
Snow and Ice Handling Equipment, Supplies, and Accessories

Proposal Due Date: June 22, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Snow and Ice Handling Equipment, Supplies, and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	May 3, 2022
Pre-proposal Conference:	May 25, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	June 14, 2022, 4:30 p.m., Central Time
Proposal Due Date:	**June 22, 2022**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 22, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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

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

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

B. USE OF RESULTING CONTRACTS

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

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

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

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

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

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

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

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

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

1. Sourcewell is seeking proposals for Snow and Ice Handling Equipment, Supplies and Accessories, to include equipment and related supplies or accessories designed or principally intended for moving, removing, and controlling snow and ice, such as:

a. Plows, blades, wings, blowers, and brooms;
b. Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters;
c. Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling; and,
d. Proposers may include a complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in subsections 1. a. – 1. c. above.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies (RFP #093021);
b. Roadway Maintenance Equipment (RFP #080521);
c. Road Right-of-Way Maintenance Equipment (RFP #070821);
d. Ice Rink and Arena Equipment with Related Supplies and Services (RFP #120320);
e. Equipment Rental with Related Services (RFP #062320);
f. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920), with the exception of turnkey solutions identified in subsections 1. a. – c. above;
g. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719);
h. Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems (RFP #052919);
i. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319);
j. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119);
k. Airport Runway and Emergency Equipment with Related Accessories (RFP #030619): and,
l. Trailers with Related Equipment, Accessories, and Services (RFP #121918); with the exception of purpose-built trailers designed exclusively for snow and ice handling.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

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

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

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

C. REQUIREMENTS

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

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

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

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. <u>REQUIREMENTS</u>

All proposed pricing must be:

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

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

B. <u>ADMINISTRATIVE FEES</u>

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

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

Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:
1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

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

C. ADDENDA

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

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

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

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

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

VI. EVALUATION AND AWARD

A. EVALUATION

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

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

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

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

B. AWARD(S)

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

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

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

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

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

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

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

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

5/3/2022

Addendum No. 1
Solicitation Number: RFP 062222
Solicitation Name: Snow and Ice Handling Equipment, Supplies, and Accessories

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

Question 1:

For Table 1, Line Item 4, is a SAM or CAGE number required?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information or documentation necessary to satisfy all the requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 062222 posted to the Sourcewell Procurement Portal on 5/3/2022, is required at the time of proposal submittal.

05/20/2022

Addendum No. 2
Solicitation Number: RFP 062222
Solicitation Name: Snow and Ice Handling Equipment, Supplies, and Accessories

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

Question 1:

Which Departments of Transportation will use this Contract to purchase equipment?

Answer 1:

For detail on the use of Sourcewell contracts refer to RFP Section I. B. – Use of Resulting Contracts. A listing of current United States and Canadian Participating Entities is available on Sourcewell's website: https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

End of Addendum

Acknowledgement of this Addendum to RFP 062222 posted to the Sourcewell Procurement Portal on 05/20/2022, is required at the time of proposal submittal.

5/26/2022

Addendum No. 3
Solicitation Number: RFP 062222
Solicitation Name: Snow and Ice Handling Equipment, Supplies, and Accessories

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

Question 1:

We are a deicing salt distributor. Can you clarify whether deicing salt is being requested in this RFP?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

In RFP Section II. B. 2., there is reference to Salt, Brine, and Anti-Icing or De-Icing Agents (RFP #052919), where can I find the listed past solicitation and the contents?

Answer 2:

Prior Sourcewell RFPs are available on the "Vendors & Contracts" page of the Sourcewell website [https://www.sourcewell-mn.gov/contract-search]. By using the search function, with the 6-digit RFP number, a list of awarded contract vendors can be displayed. By selecting any awarded vendor in the search results a vendor landing page will be displayed. Selecting the "Contract Documents" section on the left side of the page will display the RFP as an available download.

Question 3:

Do you need proposer representative domicile addresses or just the work address?

Answer 3:

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

What does this mean: Provide your CAGE code or Unique Entity Identifier (SAM):

Answer 4:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information or documentation necessary to satisfy all the requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 062222 posted to the Sourcewell Procurement Portal on 5/26/2022, is required at the time of proposal submittal.

The
New York State Contract Reporter

NYS' official source of contracting opportunities
Bringing business and government together

This document printed
Tuesday, 05/03/2022

Contracting Opportunity

Title: Snow and Ice Handling Equipment, Supplies, and Accessories

Agency: Sourcewell

Division: Procurement Department

Contract Number: 062222

Contract Term: 4 years with potential 1 year extension

Date of Issue: 05/03/2022

Due Date/Time: 06/22/2022 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - ***Commodities***

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Snow and Ice Handling Equipment, Supplies, and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years: Bonnell Industries, Inc. Buyers Products Company Cives Corporation DBA Viking-Cives Douglas Dynamics, LLC Epoke North America, Inc. Everest Equipment Co. Evolution Edges (A Division of Chemung Supply) Fair Manufacturing, Inc. Henderson Products, Inc. Henke Manufacturing Horst Welding J.A. Larue, Inc. Kueper North America Little Falls Machine, Inc. R.P.M. Tech, Inc. Somerset Welding & Steel, Inc. DBA J&J Truck Bodies & Trailers Swenson Spreader, LLC Wausau Equipment Company

Contact Information

Primary contact:	Sourcewell Procurement Department Chris Robinson Procurement Manager 202 12th Street NE P.O. Box 219 Staples, MN 56479 United States Ph: 218-895-4168 rfp@sourcewell-mn.gov
Submit to contact:	Sourcewell Procurement Department Chris Robinson Procurement Manager 202 12th Street NE P.O. Box 219 Staples, MN 56479 United States Ph: 218-895-4168 rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

AFFIDAVIT OF PUBLICATION

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DJC OREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
SNOW AND ICE HANDLING EQUIPMENT SUPPLIES AND ACCESSORIES
Sourcewell; Bid Location Staples, MN, Todd County; Due 06/22/2022 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

5/4/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **4th** DAY OF **May, 2022**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

SOURCEWELL
SNOW AND ICE HANDLING EQUIPMENT SUPPLIES AND ACCESSORIES
Proposals due 4:30 pm, June 22, 2022
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Snow and Ice Handling Equipment Supplies and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published May 4, 2022. 12115157

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12115157
Client Reference No:

LOCALiQ
The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Carol Jackson
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

05/03/2022, 05/10/2022

and that the fees charged are legal.
Sworn to and subscribed before on 05/10/2022

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commision expires

Publication Cost:	$43.70	
Order No:	7232324	# of Copies:
Customer No:	727698	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Snow and Ice Handling Equipment Supplies and Accessories** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

VICKY FELTY
Notary Public
State of Wisconsin

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
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Sacramento Bee
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Sun Herald - Biloxi
Sun News - Myrtle Beach
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San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	255171	Print Legal Ad - IPL0070942		$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Snow and Ice Handling Equipment Supplies and Accessories** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0070942
May 3 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 05/03/2022

Ending Issue of: 05/03/2022

Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 3rd day of May in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County

STEFANI SCOTT BEARD
My Notary ID # 131768951
Expires October 23, 2022

Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

FOR THE RECORD

All times ET

MLB

AMERICAN LEAGUE
East Division

	W	L	Pct	GB
New York	16	6	.727	—
Toronto	15	8	.652	1½
Tampa Bay	12	10	.545	4
Boston	9	14	.391	7½
Baltimore	8	14	.364	8

Central Division

	W	L	Pct	GB
Minnesota	13	9	.591	—
Cleveland	10	12	.455	3
Chicago	9	13	.409	4
Detroit	7	14	.333	5½
Kansas City	7	14	.333	5½

West Division

	W	L	Pct	GB
Los Angeles	15	9	.625	—
Seattle	12	10	.545	2
Houston	11	11	.500	3
Oakland	10	12	.455	4
Texas	8	14	.364	6

Sunday's Games
Minnesota 9, Tampa Bay 3
Baltimore 9, Boston 5
Toronto 3, Houston 2
Seattle 7, Miami 3
L.A. Angels 6, Chicago White Sox 5
N.Y. Yankees 6, Kansas City 4
Texas 7, Atlanta 3
L.A. Dodgers 6, Detroit 3
Cleveland 7, Oakland 3

Monday's Games
St. Louis 1, Kansas City 0
Chicago White Sox 3, L.A. Angels 0
Minnesota at Baltimore
N.Y. Yankees at Toronto
Seattle at Houston
Tampa Bay at Oakland

Tuesday's Games
San Diego (Clevinger 0-0) at Cleveland (Plesac 1-2), 6:10 p.m.
Texas (Gray 0-1) at Philadelphia (Suárez 2-0), 6:45 p.m.
Minnesota (Ryan 3-1) at Baltimore (Zimmermann 1-1), 7:05 p.m.
N.Y. Yankees (Taillon 1-1) at Toronto (Manoah 4-0), 7:07 p.m.
L.A. Angels (Syndergaard 2-0) at Boston (Wacha 2-0), 7:10 p.m.
Pittsburgh (Wilson 0-0) at Detroit (Pineda 1-1), 7:10 p.m.
Chicago White Sox (Kopech 0-0) at Chicago Cubs (Smyly 1-2), 7:40 p.m.
Seattle (Flexen 1-3) at Houston (Javier 1-0), 8:10 p.m.
St. Louis (Hudson 2-1) at Kansas City (Keller 0-2), 8:10 p.m.
Tampa Bay (TBD) at Oakland (Blackburn 3-0), 9:40 p.m.

Wednesday's Games
Pittsburgh at Detroit, 1:10 p.m.
San Diego at Cleveland, 1:10 p.m.
Seattle at Houston, 2:10 p.m.
Tampa Bay at Oakland, 3:37 p.m.
Texas at Philadelphia, 6:45 p.m.
Minnesota at Baltimore, 7:05 p.m.
N.Y. Yankees at Toronto, 7:07 p.m.
L.A. Angels at Boston, 7:10 p.m.
St. Louis at Kansas City, 7:10 p.m.
Chicago White Sox at Chicago Cubs, 7:40 p.m.

NATIONAL LEAGUE
East Division

	W	L	Pct	GB
New York	16	7	.696	—
Miami	12	9	.571	3
Philadelphia	11	12	.478	5
Atlanta	10	13	.435	6
Washington	8	16	.333	8½

Central Division

	W	L	Pct	GB
Milwaukee	15	8	.652	—
St. Louis	13	9	.591	1½
Chicago	9	13	.409	5½
Pittsburgh	9	13	.409	5½
Cincinnati	3	19	.136	11½

West Division

	W	L	Pct	GB
Los Angeles	14	7	.667	—
San Diego	15	8	.652	—
San Francisco	14	8	.636	½
Colorado	13	9	.591	1½
Arizona	10	13	.435	5

Sunday's Games
San Diego 5, Pittsburgh 2
Chicago Cubs 2, Milwaukee 0
Seattle 7, Miami 3
St. Louis 7, Arizona 5
Texas 7, Atlanta 3
Colorado 10, Cincinnati 1
L.A. Dodgers 6, Detroit 3
Washington 11, San Francisco 5
N.Y. Mets 10, Philadelphia 6

Monday's Games
St. Louis 1, Kansas City 0
Arizona at Miami
Atlanta at N.Y. Mets

Tuesday's Games
Atlanta (Morton 1-2) at N.Y. Mets (Carrasco 1-1), 3:10 p.m., 1st game
San Diego (Clevinger 0-0) at Cleveland (Plesac 1-2), 6:10 p.m.
Arizona at Miami (Rogers 1-3), 6:40 p.m.
Atlanta (Wright 3-0) at N.Y. Mets (TBD), 6:40 p.m., 2nd game
Texas (Gray 0-1) at Philadelphia (Suárez 2-0), 6:45 p.m.
Pittsburgh (Wilson 0-0) at Detroit (Pineda 1-1), 7:10 p.m.
Chicago White Sox (Kopech 0-0) at Chicago Cubs (Smyly 1-2), 7:40 p.m.
Cincinnati (Mahle 1-3) at Milwaukee (Woodruff 2-1), 7:40 p.m.
St. Louis (Hudson 2-1) at Kansas City (Keller 0-2), 8:10 p.m.
Washington (Fedde 1-2) at Colorado (Márquez 0-1), 8:40 p.m.
San Francisco (Rodón 3-0) at L.A. Dodgers (Urías 1-1), 10:10 p.m.

Wednesday's Games
Arizona at Miami, 12:40 p.m.
Atlanta at N.Y. Mets, 1:10 p.m.
Pittsburgh at Detroit, 1:10 p.m.
San Diego at Cleveland, 1:10 p.m.
Texas at Philadelphia, 6:45 p.m.
St. Louis at Kansas City, 7:10 p.m.
Chicago White Sox at Chicago Cubs, 7:40 p.m.
Cincinnati at Milwaukee, 7:40 p.m.
Washington at Colorado, 8:40 p.m.
San Francisco at L.A. Dodgers, 10:10 p.m.

NBA

Playoff
CONFERENCE SEMIFINALS
(Best-of-7; x-if necessary)
EASTERN CONFERENCE
Milwaukee 1, Boston 0
May 1: Milwaukee 101, Boston 89
May 3: Milwaukee at Boston, 7 p.m., TNT
May 7: Boston at Milwaukee, 3:30 p.m., ABC
May 9: Boston at Milwaukee, 7:30 p.m., TNT
x-May 11: Milwaukee at Boston, TBD, TNT
x-May 13: Boston at Milwaukee, TBD, ESPN
x-May 15: Milwaukee at Boston, TBD, TBD
Miami vs. Philadelphia
May 2: Philadelphia at Miami, 7:30 p.m., TNT
May 4: Philadelphia at Miami, 7:30 p.m., TNT
May 6: Miami at Philadelphia, 7 p.m., ESPN
May 8: Miami at Philadelphia, 8 p.m., TNT
x-May 10: Philadelphia at Miami, TBD, TNT
x-May 12: Miami at Philadelphia, TBD, ESPN
x-May 15: Philadelphia at Miami, TBD, TBD
WESTERN CONFERENCE
Phoenix vs. Dallas
May 2: Dallas at Phoenix, 10 p.m., TNT
May 4: Dallas at Phoenix, 10 p.m., TNT
May 6: Phoenix at Dallas, 9:30 p.m., ESPN
May 8: Phoenix at Dallas, 3:30 p.m., ABC
x-May 10: Dallas at Phoenix, TBD, TNT
x-May 12: Phoenix at Dallas, TBD, ESPN
x-May 15: Dallas at Phoenix, TBD, TBD
Golden State 1, Memphis 0
May 1: Golden State 117, Memphis 116
May 3: Golden State at Memphis, 9:30, TNT
May 7: Memphis at Golden State, 8:30, ABC
May 9: Memphis at Golden State, 10 p.m., TNT
x-May 11: Golden State at Memphis, TBD, TNT
x-May 13: Memphis at Golden State, ESPN
x-May 15: Golden State at Memphis, TBD, TNT

NHL

Playoff
FIRST ROUND
(Best-of-7; x-if necessary)
EASTERN CONFERENCE
Carolina vs. Boston
May 2: Boston at Carolina
May 4: Boston at Carolina, 7 p.m.
May 6: Carolina at Boston, 7 p.m.
May 8: Carolina at Boston, 12:30 p.m.
x-May 10: Boston at Carolina, TBA
x-May 12: Carolina at Boston, TBA
x-May 14: Boston at Carolina, TBA
N.Y. Rangers vs. Pittsburgh
May 3: Pittsburgh at N.Y. Rangers, 7 p.m.
May 5: Pittsburgh at N.Y. Rangers, 7 p.m.
May 7: N.Y. Rangers at Pittsburgh, 7 p.m.
May 9: N.Y. Rangers at Pittsburgh, 7 p.m.
x-May 11: Pittsburgh at N.Y. Rangers, TBA
x-May 13: N.Y. Rangers at Pittsburgh, TBA
x-May 15: Pittsburgh at N.Y. Rangers, TBA
Toronto vs. Tampa Bay
May 2: Tampa Bay at Toronto
May 4: Tampa Bay at Toronto, 7:30 p.m.
May 6: Toronto at Tampa Bay, 7:30 p.m.
May 8: Toronto at Tampa Bay, 7 p.m.
x-May 10: Tampa Bay at Toronto, TBA
x-May 12: Toronto at Tampa Bay, TBA
x-May 14: Tampa Bay at Toronto, TBA
Florida vs. Washington
May 3: Washington at Florida, 7:30 p.m.
May 5: Washington at Florida, 7:30 p.m.
May 7: Florida at Washington, 1 p.m.
May 9: Florida at Washington, 7 p.m.
x-May 11: Washington at Florida, TBA
x-May 13: Florida at Washington, TBA
x-May 15: Washington at Florida, TBA
WESTERN CONFERENCE
Calgary vs. Dallas
May 3: Dallas at Calgary, 10 p.m.
May 5: Dallas at Calgary, 10 p.m.
May 7: Calgary at Dallas, 10 p.m.
May 9: Calgary at Dallas, 9:30 p.m.
x-May 11: Dallas at Calgary, TBA
x-May 13: Calgary at Dallas, TBA
x-May 15: Dallas at Calgary, TBA
Edmonton vs. Los Angeles
May 2: Los Angeles at Edmonton
May 4: Los Angeles at Edmonton, 10 p.m.
May 6: Edmonton at Los Angeles, 10 p.m.
May 8: Edmonton at Los Angeles, 10 p.m.
x-May 10: Los Angeles at Edmonton, TBA
x-May 12: Edmonton at Los Angeles, TBA
x-May 14: Los Angeles at Edmonton, TBA
Colorado vs. Nashville
May 3: Nashville at Colorado, 9:30 p.m.
May 5: Nashville at Colorado, 9:30 p.m.
May 7: Colorado at Nashville, 4:30 p.m.
May 9: Colorado at Nashville, 9:30 p.m.
x-May 11: Nashville at Colorado, TBA
x-May 13: Colorado at Nashville, TBA
x-May 15: Nashville at Colorado, TBA
Minnesota vs. St. Louis
May 2: St. Louis at Minnesota
May 4: St. Louis at Minnesota, 9:30 p.m.
May 6: Minnesota at St. Louis, 9:30 p.m.
May 8: Minnesota at St. Louis, 4:30 p.m.
x-May 10: St. Louis at Minnesota, TBA
x-May 12: Minnesota at St. Louis, TBA
x-May 14: St. Louis at Minnesota, TBA

FOOTBALL

USFL Football League
All games in Birmingham, Ala.
North

	W	L	Pct	PF	PA
New Jersey	2	1	.667	58	50
Philadelphia	1	2	.333	63	70
Michigan	1	2	.333	42	27
Pittsburgh	0	3	.000	26	71

South

	W	L	Pct	PF	PA
Birmingham	3	0	1.000	83	65
New Orleans	2	1	.667	70	42
Tampa Bay	2	1	.667	47	63
Houston	1	2	.333	71	72

Saturday's Games
Tampa Bay 27, Houston 26
Birmingham 22, New Orleans 13
Sunday's Games
Michigan 24, Pittsburgh 0
New Jersey 24, Philadelphia 16
Friday's Game
Philadelphia at Michigan, 10 p.m.
Saturday's Games
New Jersey at Pittsburgh, 2:30 p.m.
Tampa Bay at Birmingham, 7 p.m.
Sunday's Game
Houston at New Orleans, 3 p.m.

SOCCER

MLS
EASTERN CONFERENCE

	W	L	T	Pts	GF	GA
Philadelphia	5	1	3	18	13	6
New York	5	2	2	17	15	7
Orlando City	5	3	2	17	12	11
CF Montréal	4	3	2	14	16	18
New York City FC	4	3	1	13	19	10
Columbus	3	3	3	12	13	9
Atlanta	3	4	2	11	11	13
Toronto FC	3	4	2	11	16	19
New England	3	4	2	11	14	18
Charlotte FC	3	6	1	10	9	13
Cincinnati	3	5	1	10	11	17
Inter Miami CF	3	5	1	10	9	18
Chicago	2	3	4	10	6	7
D.C. United	3	5	0	9	10	13

WESTERN CONFERENCE

	W	L	T	Pts	GF	GA
Los Angeles FC	7	1	1	22	21	8
Austin FC	6	1	2	20	22	8
LA Galaxy	5	3	1	16	10	7
FC Dallas	4	1	4	16	14	7
Real Salt Lake	4	2	4	16	10	13
Minnesota United	4	3	2	14	11	8
Houston	3	3	3	12	12	12
Colorado	3	3	3	12	11	12
Nashville	3	3	3	12	9	10
Portland	2	3	5	11	10	15
Sporting KC	2	6	2	8	8	16
Seattle	2	4	1	7	9	8
San Jose	1	5	3	6	15	23
Vancouver	1	6	1	4	6	17

NOTE: Three points for win, one point for tie.

Saturday's Games
Austin FC 2, Houston 1
Cincinnati 2, Toronto FC 1
Real Salt Lake 1, LA Galaxy 0
CF Montréal 2, Atlanta 1
New England 2, Miami 0
Orlando City 2, Charlotte FC 1
Columbus 3, D.C. United 0
New York 2, Chicago 1
FC Dallas 2, Sporting Kansas City 2, tie
Colorado 2, Portland 0
Sunday's Games
New York City FC 3, San Jose 0
Philadelphia 1, Nashville 1, tie
Los Angeles FC 2, Minnesota 0
Wednesday's Game
Toronto FC at Cincinnati, 7:30 p.m.
Saturday's Games
Miami at Charlotte FC, 3:30 p.m.
Orlando City at CF Montréal, 4 p.m.
Chicago at Atlanta, 6 p.m.
Portland at New York, 7 p.m.
Sporting KC at New York City FC, 7 p.m.
Houston at D.C. United, 7:30 p.m.
Columbus at New England, 7:30 p.m.
Cincinnati at Minnesota, 8 p.m.
Seattle at FC Dallas, 8:30 p.m.
Colorado at San Jose, 10 p.m.
Philadelphia at Los Angeles FC, 11 p.m.
Sunday's Games
Toronto FC at Vancouver, 4 p.m.
Real Salt Lake at Nashville, 5 p.m.
LA Galaxy at Austin FC, 7 p.m.

English Premier League

	GP	W	D	L	GF	GA	Pts
Man City	34	26	5	3	84	21	83
Liverpool	34	25	7	2	86	22	82
Chelsea	34	19	9	6	68	29	66
Arsenal	34	20	3	11	54	41	63
Tottenham	34	19	4	11	59	39	61
Man United	36	16	10	10	57	52	58
West Ham	35	15	7	13	53	46	52
Wolverhampton	34	15	4	15	33	32	49
Brighton	35	10	14	11	34	42	44
Newcastle	35	11	10	14	40	56	43
Leicester	33	11	9	13	48	54	42
Crystal Palace	34	9	14	11	45	42	41
Aston Villa	33	12	4	17	44	46	40
Brentford	35	11	7	17	41	52	40
Southampton	35	9	13	13	41	58	40
Burnley	34	7	13	14	31	46	34
Leeds	34	8	10	16	38	72	34
Everton	33	9	5	19	35	55	32
Watford	34	6	4	24	32	69	22
Norwich	34	5	6	23	22	71	21

Saturday's Games
Newcastle 0, Liverpool 1
Aston Villa 2, Norwich 0
Southampton 1, Crystal Palace 2
Watford 1, Burnley 2
Wolverhampton 0, Brighton 3
Leeds 0, Man City 4
Sunday's Games
Everton 1, Chelsea 0
Tottenham 3, Leicester 1
West Ham 1, Arsenal 2
Monday's Game
Man United 3, Brentford 0
Saturday's Games
Brentford vs. Southampton, 10 a.m.
Burnley vs. Aston Villa, 10 a.m.
Chelsea vs. Wolverhampton, 10 a.m.
Crystal Palace vs. Watford, 10 a.m.
Brighton vs. Man United, 12:30 p.m.
Liverpool vs. Tottenham, 2:45 p.m.
Sunday's Games
Arsenal vs. Leeds, 9 a.m.
Leicester vs. Everton, 9 a.m.
Norwich vs. West Ham, 9 a.m.
Man City vs. Newcastle, 11:30 a.m.
Tuesday, May 10
Aston Villa vs. Liverpool, 3 p.m.

NWSL

	W	L	T	Pts	GF	GA
Gotham FC	1	0	0	3	3	0
Portland	1	0	0	3	3	0
Chicago	1	0	0	3	2	1
Washington	1	0	0	3	2	1
Angel City FC	1	0	0	3	2	1
San Diego Wave	1	0	0	3	1	0
North Carolina	0	1	0	0	1	2
OL Reign	0	1	0	0	1	2
Louisville	0	1	0	0	1	2
Houston	0	1	0	0	0	1
Orlando	0	1	0	0	0	3
Kansas City	0	1	0	0	0	3

Saturday's Games
Portland 3, Kansas City 0
Chicago 2, Louisville 1
Sunday's Games
Washington 2, OL Reign 1
San Diego Wave FC 1, Houston 0
Gotham FC 3, Orlando 0
Saturday's Games
Portland at North Carolina, 7 p.m.
Washington at Chicago, 8 p.m.
Gotham FC at San Diego Wave FC, 10 p.m.
Sunday's Games
Houston at Kansas City, 5 p.m.
Louisville at OL Reign, 6 p.m.
Orlando at Angel City FC, 8 p.m.

COLLEGE BASEBALL

USA TODAY Coaches Poll

	W-L	Pts	LW
1 Tennessee (31)	40-4	775	1
2 Oregon State	34-9	737	2
3 Arkansas	34-10	697	4
4 Oklahoma State	31-13	663	7
5 Miami	32-12	592	3
6 Virginia Tech	31-10	567	10
7 Southern Miss	34-10	532	5
8 UCLA	30-13	440	14
9 Virginia	33-12	423	8
10 Louisville	31-12	421	17
11 Stanford	25-14	391	9
12 Texas Tech	31-16	386	13
13 Connecticut	37-8	374	16
14 Notre Dame	28-10	333	12
15 Gonzaga	28-13	326	15
16 Georgia	30-14	276	11
17 Maryland	35-9	271	23
18 Auburn	31-14	268	21
19 LSU	29-14	256	20
20 Texas	31-16	244	6
21 Texas A&M	27-15	227	27
22 Texas State	34-11	215	18
23 Vanderbilt	29-13	110	22
24 Georgia Tech	27-18	90	32
25 Florida State	26-15	81	29

Dropped teams: No. 19 Texas Christian 27-16, No. 24 Wofford 31-13, No. 25 Georgia Southern 29-15.
Others receiving votes: Rutgers 36-9 74; Texas Christian 27-16 58; Arizona 32-14 55; UC Santa Barbara 30-10 40; Georgia Southern 29-15 38; Oregon 28-15 28; Mercer 35-9 23; Wake Forest 31-13 13; Florida 25-18 11; Wofford 31-13 10; North Carolina 24-17 10; Grand Canyon 30-15 6; North Carolina State 29-13 4; San Diego 27-15 4; West Virginia 26-13 2; Oklahoma 27-15 2; Davidson 33-9 1.
The USA TODAY Sports board of coaches is made up of 31 coaches at Division I institutions. All are members of the American Baseball Coaches Association.

COLLEGE SOFTBALL

USA TODAY Sports/NFCA Coaches Poll

	Pts	W-L	LW
1 Oklahoma (32)	800	45-1	1
2 Virginia Tech	763	39-6	2
3 Florida State	730	45-5	4
4 UCLA	698	39-6	3
5 Arkansas	694	39-8	7
6 Alabama	616	39-9	5
7 Oklahoma State	609	38-9	6
8 Northwestern	594	38-7	8
9 Washington	536	32-11	10
10 Florida	526	38-13	9
11 Duke	450	36-7	12
12 Arizona State	431	35-7	14
13 Kentucky	419	33-15	11
14 Tennessee	407	35-14	13
15 Auburn	337	39-11	15
16 Georgia	308	39-13	15
17 Texas	294	35-15-1	17
18 Clemson	291	37-14	18
19 LSU	210	32-19	19
20 Notre Dame	184	36-9	20
21 UCF	174	42-11	21
22 Oregon	132	29-16	22
23 Michigan	85	31-15	23
24 Missouri	54	31-17	NR
25 Arizona	46	31-16	25

Dropped out: No. 24 Stanford
Others receiving votes: Stanford (41), Louisiana (15), Nebraska (6), San Diego State (5).
The 2022 USA Today / NFCA Division I Top 25 Coaches Poll is voted on by 32 NCAA Division I head coaches with one representing each of the 10 Division I Conferences. Records reflect games played through May 1, 2022.

SUNDAY GOLF

PGA Tour Mexico Open at Vidanta
The Norman Course at Vidanta Vallarta
Vallarta, Mexico
Purse: $7.3 million
Yardage: 7,456; Par: 71
Final Round
Jon Rahm (500), $1,314,000 .... 64-66-68-69—267 (-17)
Tony Finau (208), $552,367 .... 71-68-66-63—268 (-16)
Kurt Kitayama (208), $552,367 .... 64-70-66-68—268 (-16)
Brandon Wu (208), $552,367 .... 69-70-66-63—268 (-16)
Davis Riley (110), $299,300 .... 69-65-67-68—269 (-15)
Cameron Champ (89), $238,163 .... 67-66-67-70—270 (-14)
David Lipsky (89), $238,163 .... 69-68-69-64—270 (-14)
Alex Smalley (89), $238,163 .... 66-66-70-68—270 (-14)
Aaron Wise (89), $238,163 .... 65-75-66-64—270 (-14)
Patrick Rodgers (75), $198,925 .... 66-69-66-70—271 (-13)
Nate Lashley (68), $177,025 .... 69-68-64-71—272 (-12)
Martin Trainer (68), $177,025 .... 72-65-71-64—272 (-12)
Grayson Murray (59), $147,825 .... 73-67-66-67—273 (-11)
Chez Reavie (59), $147,825 .... 67-71-67-68—273 (-11)
Jonathan Byrd (47), $104,187 .... 64-70-71-69—274 (-10)
Lanto Griffin (47), $104,187 .... 71-69-65-69—274 (-10)
Stephan Jaeger (47), $104,187 .... 69-71-64-70—274 (-10)
Satoshi Kodaira (47), $104,187 .... 67-69-67-71—274 (-10)
Kelly Kraft (47), $104,187 .... 68-69-70-67—274 (-10)
Anirban Lahiri (47), $104,187 .... 68-68-72-66—274 (-10)
Adam Long (47), $104,187 .... 67-66-71-70—274 (-10)
Peter Malnati (47), $104,187 .... 68-68-72-66—274 (-10)
Andrew Novak (47), $104,187 .... 66-67-70-71—274 (-10)
Michael Gligic (34), $60,955 .... 67-70-71-67—275 (-9)
Trey Mullinax (34), $60,955 .... 64-69-73-69—275 (-9)
Aaron Rai (34), $60,955 .... 65-69-67-72—275 (-9)
Sahith Theegala (34), $60,955 .... 65-73-69-68—275 (-9)
Gary Woodland (34), $60,955 .... 67-72-69-67—275 (-9)
Ryan Blaum (27), $48,910 .... 66-70-70-70—276 (-8)
Hank Lebioda (27), $48,910 .... 67-67-69-73—276 (-8)
Sebastian Munoz (27), $48,910 .... 66-69-71-70—276 (-8)
C.T. Pan (27), $48,910 .... 66-70-69-71—276 (-8)
Wesley Bryan (19), $36,541 .... 68-69-67-73—277 (-7)
Brice Garnett (19), $36,541 .... 70-67-72-68—277 (-7)
Doug Ghim (19), $36,541 .... 72-65-71-69—277 (-7)
Emiliano Grillo (19), $36,541 .... 72-65-71-69—277 (-7)
Charles Howell III (19), $36,541 .... 66-69-70-72—277 (-7)
Graeme McDowell (19), $36,541 .... 70-70-69-68—277 (-7)
Scott Piercy (19), $36,541 .... 70-68-71-68—277 (-7)
Greyson Sigg (19), $36,541 .... 66-73-70-68—277 (-7)
Cameron Tringale (19), $36,541 .... 70-68-70-69—277 (-7)
Abraham Ancer (11), $23,287 .... 71-69-68-70—278 (-6)
Robert Garrigus (11), $23,287 .... 68-72-69-69—278 (-6)
Brandon Hagy (11), $23,287 .... 66-67-71-74—278 (-6)
John Huh (11), $23,287 .... 67-70-73-68—278 (-6)
Ben Kohles (11), $23,287 .... 70-69-72-67—278 (-6)
Kevin Na (11), $23,287 .... 70-67-73-68—278 (-6)
Patrick Reed (11), $23,287 .... 67-66-70-75—278 (-6)
Brian Stuard (11), $23,287 .... 71-68-70-69—278 (-6)
Alvaro Ortiz (0), $23,287 .... 68-69-70-71—278 (-6)
Scott Brown (6), $17,356 .... 65-69-73-72—279 (-5)
Tommy Gainey (6), $17,356 .... 69-71-67-72—279 (-5)
Lee Hodges (6), $17,356 .... 68-72-69-70—279 (-5)
Mark Hubbard (6), $17,356 .... 68-71-71-69—279 (-5)
Sung Kang (6), $17,356 .... 68-71-69-70—279 (-5)
Carlos Ortiz (6), $17,356 .... 70-69-71-69—279 (-5)
David Skinns (6), $17,356 .... 69-69-74-67—279 (-5)
Turk Pettit (0), $17,356 .... 72-67-70-70—279 (-5)
Bill Haas (5), $16,498 .... 70-70-65-75—280 (-4)
Matt Jones (5), $16,498 .... 71-69-70-70—280 (-4)
Kiradech Aphibarnrat (5), $16,133 .... 70-66-71-74—281 (-3)
Hayden Buckley (5), $16,133 .... 66-73-69-73—281 (-3)
Callum Tarren (5), $16,133 .... 73-67-72-69—281 (-3)
Justin Lower (4), $15,768 .... 70-70-69-73—282 (-2)
Brendon Todd (4), $15,768 .... 64-74-71-73—282 (-2)
Pat Perez (4), $15,549 .... 67-71-73-72—283 (-1)
Wyndham Clark (3), $15,111 .... 68-72-72-72—284 (E)
D.A. Points (3), $15,111 .... 69-71-74-70—284 (E)
Austin Smotherman (3), $15,111 .... 74-66-76-68—284 (E)
Kevin Streelman (3), $15,111 .... 71-68-70-75—284 (E)
Matt Wallace (3), $15,111 .... 70-66-73-75—284 (E)
Bryson Nimmer (0), $14,673 .... 64-74-74-73—285 (+1)
Brett Drewitt (3), $14,527 .... 68-70-76-74—288 (+4)
Joshua Creel (3), $14,381 .... 68-70-77-74—289 (+5)

LPGA Palos Verdes Championship
At Palos Verdes Golf Club
Palos Verdes Estates, Calif.
Purse: $1.5 million
Yardage: 6,258; Par: 71
(a)-amateur
Final Round
Marina Alex, $225,000 .... 70-68-70-66—274 (-10)
Jin Young Ko, $139,217 .... 64-72-73-66—275 (-9)
Megan Khang, $89,559 .... 67-69-72-68—276 (-8)
Lydia Ko, $89,559 .... 69-67-70-70—276 (-8)
Ryann O'Toole, $48,781 .... 68-71-70-68—277 (-7)
Andrea Lee, $48,781 .... 70-68-70-69—277 (-7)
Annie Park, $48,781 .... 70-71-69-67—277 (-7)
Hannah Green, $48,781 .... 67-66-72-72—277 (-7)
Ashleigh Buhai, $30,012 .... 70-74-67-67—278 (-6)
Madelene Sagstrom, $30,012 .... 72-68-70-68—278 (-6)
Jasmine Suwannapura, $30,012 .... 69-71-70-68—278 (-6)
Albane Valenzuela, $30,012 .... 66-74-69-69—278 (-6)
Atthaya Thitikul, $23,526 .... 71-70-73-65—279 (-5)
Lexi Thompson, $23,526 .... 69-73-66-71—279 (-5)
Minjee Lee, $23,526 .... 63-73-72-71—279 (-5)
Xiyu Janet Lin, $19,055 .... 72-71-67-70—280 (-4)
Jennifer Kupcho, $19,055 .... 71-71-68-70—280 (-4)
Agathe Laisne, $19,055 .... 68-74-68-70—280 (-4)
Allisen Corpuz, $19,055 .... 68-72-68-72—280 (-4)
Inbee Park, $19,055 .... 71-67-70-72—280 (-4)
Yaeeun Hong, $15,717 .... 75-69-70-67—281 (-3)
Chella Choi, $15,717 .... 72-72-70-67—281 (-3)
Alana Uriell, $15,717 .... 69-70-71-71—281 (-3)
Hye-Jin Choi, $15,717 .... 69-71-69-72—281 (-3)
Gemma Dryburgh, $15,717 .... 66-74-68-73—281 (-3)
Ruoning Yin, $12,489 .... 74-68-72-68—282 (-2)
Patty Tavatanakit, $12,489 .... 69-73-71-69—282 (-2)
Emma Talley, $12,489 .... 70-70-73-69—282 (-2)
Ally Ewing, $12,489 .... 69-71-72-70—282 (-2)
Nanna Koerstz Madsen, $12,489 .... 69-69-72-72—282 (-2)
Sarah Kemp, $12,489 .... 71-72-66-73—282 (-2)
Stephanie Meadow, $12,489 .... 73-68-68-73—282 (-2)
Amanda Doherty, $9,578 .... 69-74-73-67—283 (-1)
Celine Boutier, $9,578 .... 73-69-73-68—283 (-1)
Sarah Jane Smith, $9,578 .... 69-74-71-69—283 (-1)
Cheyenne Knight, $9,578 .... 72-70-71-70—283 (-1)
Mina Harigae, $9,578 .... 71-72-68-72—283 (-1)
Maude-Aimee Leblanc, $9,578 .... 69-68-72-74—283 (-1)
So Yeon Ryu, $6,936 .... 73-70-72-69—284 (E)
Wei-Ling Hsu, $6,936 .... 71-72-72-69—284 (E)
Katherine Kirk, $6,936 .... 69-73-73-69—284 (E)
Sarah Schmelzel, $6,936 .... 70-72-72-70—284 (E)
Ruixin Liu, $6,936 .... 67-75-72-70—284 (E)
Robynn Ree, $6,936 .... 70-66-75-71—284 (E)
Ana Belac, $6,936 .... 68-73-71-72—284 (E)
Sophia Schubert, $6,936 .... 69-71-72-72—284 (E)
Bronte Law, $6,936 .... 75-69-66-74—284 (E)
Jennifer Chang, $6,936 .... 65-72-72-75—284 (E)
Jodi Ewart Shadoff, $4,809 .... 71-73-73-68—285 (+1)
Ayaka Furue, $4,809 .... 67-73-75-70—285 (+1)
Amy Olson, $4,809 .... 69-75-70-71—285 (+1)
Liz Nagel, $4,809 .... 70-73-71-71—285 (+1)
Paula Reto, $4,809 .... 71-71-71-72—285 (+1)
Min Lee, $4,809 .... 68-74-71-72—285 (+1)
Pauline Roussin-Bouchard, $4,809 .... 67-75-70-73—285 (+1)
Haeji Kang, $4,809 .... 71-72-68-74—285 (+1)
Maria Fassi, $4,809 .... 72-71-67-75—285 (+1)
Kelly Tan, $4,809 .... 68-72-70-75—285 (+1)
Charlotte Thomas, $3,837 .... 72-68-76-70—286 (+2)
Hee Young Park, $3,837 .... 71-71-72-72—286 (+2)
Wichanee Meechai, $3,837 .... 71-71-69-75—286 (+2)
Yu Liu, $3,582 .... 71-73-72-71—287 (+3)
Eun-Hee Ji, $3,582 .... 70-74-72-71—287 (+3)
Kaitlyn Papp, $3,582 .... 71-70-75-71—287 (+3)
Charley Hull, $3,392 .... 65-75-77-71—288 (+4)
Pernilla Lindberg, $3,392 .... 75-68-70-75—288 (+4)
Sanna Nuutinen, $3,201 .... 73-71-75-70—289 (+5)
Frida Kinhult, $3,201 .... 70-71-75-73—289 (+5)
Moriya Jutanugarn, $3,201 .... 65-74-73-77—289 (+5)
Anna Davis (a) .... 71-72-76-71—291 (+7)
Casey Danielson, $3,049 .... 71-70-75-76—292 (+8)
Katherine Perry-Hamski, $3,011 .... 70-71-77-75—293 (+9)

TENNIS

Mutua Madrid Open
Caja Magica, Madrid
Purse: €6,744,165
Surface: Red clay
Men's Singles - Round of 64
Alejandro Davidovich Fokina, Spain, def. Lloyd Harris, South Africa, 7-5, 6-3; Alex de Minaur, Australia, def. Pedro Martinez, Spain, 7-6 (2), 1-6, 6-3; Jannik Sinner (10), Italy, def. Tommy Paul, United States, 6-7 (4), 7-6 (4), 6-3; Gael Monfils, France, def. Carlos Gimeno Valero, Spain, 6-3, 6-0; Dusan Lajovic, Serbia, def. Borna Coric, Croatia, 6-3, 4-6, 6-4; Nikoloz Basilashvili, Georgia, def. Fabio Fognini, Italy, 7-5, 6-4; Lorenzo Musetti, Italy, def. Ilya Ivashka, Belarus, 2-6, 6-3, 7-5; David Goffin, Belgium, def. Aslan Karatsev, Russia, 6-2, 7-5; Diego Schwartzman (13), Argentina, def. Benoit Paire, France, 6-2, 6-7 (5), 6-1; Cameron Norrie (9), Britain, def. Kwon Soon Woo, South Korea, 7-5, 7-5; Grigor Dimitrov, Bulgaria, def. Maxime Cressy, United States, 6-2, 7-6 (4); Andy Murray, Britain, def. Dominic Thiem, Austria, 6-3, 6-4; Denis Shapovalov (14), Canada, def. Hugo Gaston, France, 7-6 (1), 6-3.
Women's Singles - Round of 16
Ons Jabeur (8), Tunisia, def. Belinda Bencic (11), Switzerland, 6-2, 3-6, 6-2; Simona Halep, Romania, def. Coco Gauff (14), United States, 6-4, 6-4; Ekaterina Alexandrova, Russia, def. Marie Bouzkova, Czech Republic, 6-7 (4), 6-0, 7-5; Amanda Anisimova, United States, def. Victoria Azarenka (15), Belarus, 6-1, 6-4.

DEALS

BASEBALL
Major League Baseball
American League
BALTIMORE ORIOLES — Optioned CF Ryan McKenna to Norfolk (IL). Designated INF Kelvin Gutierrez for assignment.
BOSTON RED SOX — Optioned RF Jaylin Davis and RHP Phillips Valdez to Worcester (IL).
KANSAS CITY ROYALS — Placed C Cam Gallagher on the 10-day IL. Optioned 3B Emmanuel Rivera and RHP Matt Peacock to Omaha (IL). Recalled C MJ Melendez from Omaha.
LOS ANGELES ANGELS — Optioned RHPs Elvis Peguero and Andrew Wantz to Salt Lake (PCL).
MINNESOTA TWINS — Optioned C Jose Godoy and RHP Cole Sands to St. Paul (IL). Recalled INF Jose Miranda and LHP Jovani Moran from St. Paul. Placed INF Miguel Sano on the 10-day IL, retroactive to May 1. Placed OF Kylee Garlick on the 10-day IL.
NEW YORK YANKEES — Optioned INF/OF Miguel Andujar and RHP Clarke Schmidt to Scranton/Wilkes-Barre (IL).
OAKLAND ATHLETICS — Optioned RHP Jake Lemoine to Las Vegas (PCL). Designated C Austin Allen for assignment.
SEATTLE MARINERS — Optioned LHP Justus Sheffield and INF Donovan Walton to Tacoma (PCL).
TAMPA BAY RAYS — Optioned OF Josh Lowe to Durham (IL).
TEXAS RANGERS — Optioned C Sam Huff and OF Willie Calhoun to Round Rock (PCL).
TORONTO BLUE BAYS — Optioned INF Gosuke Katoh and RHP Bowden Francis to Buffalo (IL).
National League
ARIZONA DIAMONDBACKS — Designated INF Matt Davidson for assignment. Optioned RHP Taylor Widener to Reno (PCL).
ATLANTA BRAVES — Optioned RHP William Woods and LHP Kyle Muller to Gwinnett (IL).
CHICAGO CUBS — Placed RHP Ethan Roberts on the 10-day IL retroactive to April 30. Optioned LHP Locke St. John to Iowa (IL).
CINCINNATI REDS — Optioned LHP Reiver Sanmartin and 2B Alejo Lopez to Louisville (IL).
CLEVELAND GUARDIANS — Optioned RHP Anthony Castro to Columbus (IL). Designated LHP Logan Allen and 1B Bobby Bradley for assignment.
COLORADO ROCKIES — Optioned INFs Elehuris Montero, Alan Trejo and RHP Ryan Feltner to Albuquerque (PCL).
MILWAUKEE BREWERS — Optioned C Alex Jackson and 3B Mike Brosseau to Nashville (IL). Designated RHP Jose Urena for assignment. Reinstated INF Luis Urias and C Victor Caratini from the IL. Placed RHP Jake Cousins on the 10-day IL.
PHILADELPHIA PHILLIES — Optioned LHPs Damon Jones and Christopher Sanchez to Lehigh (IL).
PITTSBURGH PIRATES — Optioned RHP Miguel Yajure and LHP Sam Howard to Indianapolis (IL).
ST. LOUIS CARDINALS — Optioned LHP Packy Naughton to Memphis (IL). Designated RHP Aaron Brooks for assignment.
SAN DIEGO PADRES — Optioned C Luis Campusano and RHP Pedro Avila to El Paso (PCL).
SAN FRANCISCO GIANTS — Optioned LF Jason Krizan and RHP Yunior Marte to Sacramento (PCL).

AUTO RACING

NASCAR Cup Series DuraMAX Drydene 400 presented by RelaDyne
Dover Motor Speedway
Dover, Del.
Lap length: 1.00 miles
(Start position in parentheses)
1. (4) Chase Elliott, Chevrolet, 400 laps, 132.8 rating, 50 points.
2. (15) Ricky Stenhouse Jr, Chevrolet, 400, 102.8, 41.
3. (7) Ross Chastain, Chevrolet, 400, 125.2, 46.
4. (17) Christopher Bell, Toyota, 400, 91.5, 41.
5. (6) Alex Bowman, Chevrolet, 400, 109.1, 40.
6. (3) Kyle Larson, Chevrolet, 400, 99.6, 36.
7. (10) Kyle Busch, Toyota, 400, 120.7, 41.
8. (1) Chris Buescher, Ford, 400, 101.6, 34.
9. (11) Kevin Harvick, Ford, 400, 90.6, 28.
10. (25) Erik Jones, Chevrolet, 400, 82.2, 31.
11. (14) Justin Haley, Chevrolet, 400, 82.3, 26.
12. (18) Martin Truex Jr, Toyota, 400, 104.7, 38.
13. (23) Chase Briscoe, Ford, 400, 60.6, 24.
14. (8) Daniel Suárez, Chevrolet, 400, 66.1, 23.
15. (30) Cole Custer, Ford, 400, 52.5, 22.
16. (9) Bubba Wallace, Toyota, 399, 66.6, 21.
17. (29) Michael McDowell, Ford, 399, 54.5, 20.
18. (21) Corey Lajoie, Chevrolet, 399, 55.6, 19.
19. (27) Aric Almirola, Ford, 399, 62.9, 18.
20. (20) Brad Keselowski, Ford, 399, 65.7, 18.
21. (2) Denny Hamlin, Toyota, 399, 86.2, 26.
22. (33) W. Byron, Chevrolet, 399, 68.2, 19.
23. (24) Austin Dillon, Chevrolet, 398, 44.0, 14.
24. (35) Harrison Burton, Ford, 398, 41.0, 16.
25. (13) Ryan Preece, Ford, 398, 59.1, 0.
26. (5) Ryan Blaney, Ford, 397, 67.6, 21.
27. (31) Ty Dillon, Chevrolet, 396, 38.3, 10.
28. (34) Todd Gilliland, Ford, 396, 34.0, 9.
29. (22) Joey Logano, Ford, 396, 39.5, 8.
30. (26) Tyler Reddick, Chevrolet, 390, 43.4, 7.
31. (16) Kurt Busch, Toyota, 388, 43.7, 6.
32. (36) Josh Bilicki, Chevrolet, 381, 26.7, 0.
33. (19) AJ Allmendinger, Chevrolet, brakes, 321, 62.6, 0.
34. (28) Cody Ware, Ford, dvp, 238, 31.8, 3.
35. (32) BJ McLeod, Ford, brakes, 167, 24.8, 2.
36. (12) Austin Cindric, Ford, dvp, 91, 46.9, 1.

Alberta Purchasing Connection

Alberta Government

Opportunity Notice

Snow and Ice Handling Equipment, Supplies, and Accessories

Category: Services

This opportunity is now **closed**.

View Bid Package

Opportunity Information

Organization:	Saskatchewan
Organization Address:	
Reference Number:	RFP062222
Solicitation Number:	RFP062222
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	05/05/2022
Closing (MM/dd/yyyy):	06/22/2022
Last Update (MM/dd/yyyy):	05/04/2022
Agreement Type:	NWPTA and CFTA and CETA
Region of Opportunity:	
Region of Delivery:	Saskatchewan
Opportunity Type:	
Commodity Codes:	

Public | Purchase™

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Sourcewell
Formerly NJPA

Bid RFP #062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

[Switch to Vendor View]

Bid Type	**RFP**
Bid Number	**062222**
Title	**Snow and Ice Handling Equipment, Supplies, and Accessories**
Start Date	**May 3, 2022 7:24:55 AM CDT**
End Date	**Jun 22, 2022 4:30:00 PM CDT**
Agency	**Sourcewell**
Bid Contact	**Chris Robinson** (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Access Reports
View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions
0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid
[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Snow and Ice Handling Equipment, Supplies, and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date	**May 25, 2022 10:00:00 AM CDT**
Location	**Online Conference**
Notes	**Login information will be emailed two business days prior to the event.**

Documents

No Documents for this bid

Sourcewell

View Details

Click here to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 062222
Bid Name:	Snow and Ice Handling Equipment, Supplies, and Accessories
Bid Status:	**Closed**
Bid Closing Date:	Wed Jun 22, 2022 4:30:00 PM (CDT)
Question Deadline:	Tue Jun 14, 2022 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Snow and Ice Handling Equipment, Supplies, and Accessories** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **June 22, 2022, at 4:30 p.m. Central Time**, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Register for this Bid Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday May 25, 2022 10:00 AM (CDT)	No	

Documents

File Name	Pages	
RFP_062222_Snow_Ice_Handling_Equipment Friday April 29, 2022 12:40 PM	13	Download
RFP_062222_Snow_Ice_Handling_Equipment_Contract_Template Friday April 29, 2022 12:41 PM	18	Download
RFP_062222_Snow_Ice_Handling_Equipment-Pre-Proposal_Login_Instructions Monday May 23, 2022 10:10 AM	1	Download
RFP_062222_Snow_Ice_Handling_Equipment-Pre_Proposal_Login_Instructions_Updated_061022 Friday June 10, 2022 11:41 AM	1	Download

OPEN

Snow and Ice Handling Equipment, Supplies, and Accessories

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Snow and Ice Handling Equipment, Supplies, and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

> Pre-Proposal Conference:
> **May 25, 2022 at 10:00 am CDT**
>
> Proposals Due:
> **June 22, 2022 at 4:30 pm CDT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

Bidding | Type 1 | Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✔ Invite Bidders	No
✔ Evaluate Response online	No
✔ Internal Approval	No
✔ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	062222
Solicitation Name	Snow and Ice Handling Equipment, Supplies, and Accessories	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	062222 Snow and Ice Handling Equipment

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	$80,000,000.00
Publish Date	05/03/2022	Closing Date & Time	06/22/2022 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial

Industrial Vehicles/ Equipment	Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc

Solicitation Overview

Snow and Ice Handling Equipment, Supplies, and Accessories

062222

Closing Date: 06/22/2022 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Snow and Ice Handling Equipment, Supplies, and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD)	$80,000,000.00 (Not shown to suppliers)
Reference Number	0000222981
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	062222
Title	Snow and Ice Handling Equipment, Supplies, and Accessories
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Snow and Ice Handling Equipment, Supplies, and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2022/05/03 08:20:39 AM EDT
Question Acceptance Deadline	2022/06/14 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2022/06/22 05:30:00 PM EDT
Prebid Conference	2022/05/25 11:00:00 AM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2022/05/25 11:00:00 AM EDT
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document
Bid Documents List	

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Categories (10)	
G	**Goods** Goods
N38	**Construction, Mining, Excavating And Highway Maintenance Equipment** Construction, Mining, Excavating And Highway Maintenance Equipment
N3830DB	**BLADES, SNOWPLOW** BLADES, SNOWPLOW
N3830	**TRUCK AND TRACTOR ATTACHMENTS** Truck and Tractor Attachments Includes Equipment for Mounting on Trucks and Tractors, such as bulldozers, Augers, Blades, Snowplows, Sweepers, Road Magnets, Water Distributors, Cranes; Winches for Integral Mounting on Trucks or Tractors.
N3825N	**TRUCKS, SNOW REMOVAL, EQUIPMENT** TRUCKS, SNOW REMOVAL, EQUIPMENT
N3830N	**SNOWPLOWS, ROTARY** SNOWPLOWS, ROTARY
N3830NC	**SNOWPLOWS, ROTARY, TRUCK MOUNTING** SNOWPLOWS, ROTARY, TRUCK MOUNTING
N3830M	**SNOWPLOWS, MOLDBOARD** SNOWPLOWS, MOLDBOARD
N3830MB	**SNOWPLOWS, MOLDBOARD, TRACTOR MOUNTING** SNOWPLOWS, MOLDBOARD, TRACTOR MOUNTING
N3830NB	**SNOWPLOWS, ROTARY, TRACTOR MOUNTING** SNOWPLOWS, ROTARY, TRACTOR MOUNTING
N3830MA	**SNOWPLOWS, MOLDBOARD, GRADER MOUNTING** SNOWPLOWS, MOLDBOARD, GRADER MOUNTING
N3830MC	**SNOWPLOWS, MOLDBOARD, TRUCK MOUNTING** SNOWPLOWS, MOLDBOARD, TRUCK MOUNTING

MERX Category (1)	
G	**Goods** Goods
G19	**Machinery and Tools** Machinery and Tools

Proposal Evaluation
Snow and Ice Handling Equipment, Supplies, and Accessories RFP #062222

	Possible Points	1708828 Ontario, Ltd.	Aebi Schmidt North America	Air-Flo Manufacturing Co., Inc.	Alamo Group (USA), Inc.	Bonnell Industries, Inc.	Chemung Supply Corp. (Evolution Edges)	Crysteel Manufacturing dba J-Craft, Inc.	Douglas Dynamics, LLC dba Western Products	ENDURAPLAS, LLC	Epoke North America, Inc.	Fair Manufacturing, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	40	41	36	44	44	38	40	42	39		43
Pricing	400	303	341	191	350	350	285	299	283	325		348
Financial, Industry and Marketplace Successes	75	59	66	56	67	65	60	60	67	58		61
Bidder's Ability to Sell/ Service Contract Nationally	100	81	86	73	90	82	71	65	87	71		83
Bidder's Marketing Plan	50	37	44	34	42	44	37	35	43	32		40
Value Added Attributes	75	54	62	46	61	63	52	52	64	53		65
Warranty Coverages and Information	50	40	43	39	42	40	39	40	42	41		43
Selection and Variety of Products and Services Offered	200	149	176	136	179	176	136	163	172	131		153
Total Points	1,000	763	859	611	875	864	718	754	800	750		836
Rank Order		13	4	28	1	2	22	15	8	16		5

	Possible Points	FORCE America, Inc.	Fortbrand Services	HBM Group, Inc.	Henderson Products, Inc.	J.A. Larue	Kueper North America, LLC	Little Falls Machine, Inc.	MacLean Engineering & Marketing Co., Ltd.	Northern Supply, Inc.	Orec America, Inc.	Prinoth, Ltd.
Conformance to Terms/ Conditions to Include Documentation	50	40	39		41	43	41	41	40	40	38	38
Pricing	400	266	318		273	315	340	333	295	306	261	265
Financial, Industry and Marketplace Successes	75	62	59		66	64	60	58	59	61	55	58
Bidder's Ability to Sell/ Service Contract Nationally	100	79	68		84	80	80	77	79	66	78	69
Bidder's Marketing Plan	50	44	36		43	39	39	40	40	35	35	35
Value Added Attributes	75	62	45		60	61	60	58	63	57	53	60
Warranty Coverages and Information	50	40	39		40	42	41	41	41	40	38	40
Selection and Variety of Products and Services Offered	200	144	129		173	151	144	169	150	134	131	136
Total Points	1,000	737	733		780	795	805	817	767	739	689	701
Rank Order		19	20		11	10	7	6	12	18	26	24

	Possible Points	Smart Planet Software	Stonebrooke Equipment, Inc. dba SnowWolf	Storm Equipment	Stykemain Chevrolet, LLC	Trackless Vehicles, Ltd.	Usinage Pro 24, Inc.	Viking Cives Midwest, Inc.	Vohl, Inc.	Wille North America	Winter Equipment Company, Inc.
Conformance to Terms/ Conditions to Include Documentation	50		40	38	37	40	40	43	41		38
Pricing	400		325	281	260	273	303	349	345		266
Financial, Industry and Marketplace Successes	75		57	53	50	63	56	65	58		58
Bidder's Ability to Sell/ Service Contract Nationally	100		72	64	62	76	65	84	77		66
Bidder's Marketing Plan	50		33	34	34	42	34	42	37		38
Value Added Attributes	75		50	50	52	62	55	56	58		52
Warranty Coverages and Information	50		40	40	41	42	39	42	40		40
Selection and Variety of Products and Services Offered	200		139	145	130	145	133	179	143		139
Total Points	1,000		756	705	666	743	725	860	799		697
Rank Order			14	23	27	17	21	3	9		25

Greg Grunig, MBA, Procurement Lead Analyst

Michael Muñoz, CPPB, Procurement Analyst

Carol Jackson, Procurement Analyst

Beverly Hoemberg, Procurement Analyst

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #062222
Entitled

Snow and Ice Handling Equipment, Supplies, and Accessories

The following advertisement was placed May 3, 2022 in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, May 4, 2022 in Oregon's *Daily Journal of Commerce*, and on May 3 and May 10, 2022 in *The Oklahoman*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Snow and Ice Handling Equipment, Supplies, and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1708828 Ontario, Ltd. (Horst Welding, HLA Attachments, HLA Snow)	Little Falls Machine, Inc.
Aebi Schmidt North America (M-B CO, Swenson, Meyer, Monroe or MTE, Aebi Schmidt Canada)	MacLean Engineering & Marketing Co., Limited
Air-Flo Mfg. Co., Inc.	Manufacturers Solutions Team
Alamo Group (USA), Inc.	Metal Pless
B.D.P. of Ct., Inc.	Mills & Miller, Inc.
BCS America, LLC	Monroe Truck Equipment
Big Hill Services, Ltd.	Nelson Truck Equipment Co., Inc.
Bonnell Industries, Inc.	Northern Supply, Inc.
Certified Stainless Service, Inc.	NSG Logistics, LLC
Chemung Supply Corporation (Evolution Edges)	Orec America, Inc.
CLAES Equipement	PreCise MRM

COLVOY ENTERPRISES 2012, LTD	Prinoth, Ltd.
Conveyor Consulting and Rubber Corporation	Regina Construction Association
Crysteel Manufacturing DBA J-Craft, Inc.	Sakai America, Inc.
DANA SAFETY SUPPLY, Inc.	Sewn Products, LLC
Douglas Dynamics, LLC dba Western Products	SkyHawk Telematics
Eastern Farm Machinery, Ltd.	Smart Planet Software
ENDURAPLAS, LLC (Camion)	Stonebrooke Equipment, Inc. dba SnowWolf
Epoke North America, Inc.	Storm Equipment
EQUIPEMENTS PLANNORD, Ltd.	Stykemain Chevrolet, LLC
Fair Manufacturing, Inc.	Tony Sanchez, LTD
FORCE America, Inc.	Trackless Vehicles, Ltd
Fortbrand Services	Truck Builders of CT
GLEZEN'S POWER EQUIPMENT	Truck Parts & Sales of CT, Inc.
Halliday Technologies, Inc.	Usinage Pro 24, Inc.
Hanel Group, Inc.	Valk Manufacturing Company
HBM Group, Inc.	Viking Cives Midwest, Inc. (Cives Corporation)
HENDERSON PRODUCTS, INC.	Vohl, Inc.
House2Home Landscaping	Walker Manufacturing Company
Industrial Truck Equipment	Wille North America
J.A. Larue	Winter Equipment Company, Inc.
Kueper North America, LLC	Xerowaste Solutions, Inc.
Lacal Equipment	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on June 22, 2022, at 4:30:26 pm CT. Proposals were received from the following:

1708828 Ontario, Ltd. (Horst Welding, HLA Attachments, HLA Snow)
ASH North America, Inc., dba Aebi Schmidt North America
Air-Flo Mfg. Co., Inc.
Alamo Group (USA), Inc.
Bonnell Industries, Inc.
Chemung Supply Corporation (Evolution Edges)
Crysteel Manufacturing DBA J-Craft, Inc.
Douglas Dynamics, L.L.C.
ENDURAPLAS, LLC (Camion)
Epoke North America, Inc.
Fair Manufacturing, Inc.
FORCE America, Inc.
Fortbrand Services
HBM Group, Inc.
HENDERSON PRODUCTS, INC.
J.A. Larue inc.
Kueper North America LLC
Little Falls Machine, Inc.
MacLean Engineering & Marketing Co., Limited

Northern Supply, Inc.
Orec America, Inc.
Prinoth, Ltd.
Smart Planet Software
Stonebrooke Equipment, Inc. dba SnowWolf
Storm Equipment
Stykemain Chevrolet, LLC
Trackless Vehicles, Ltd.
Usinage Pro 24, Inc.
Cives Corporation
Vohl inc.
Wille North America
Winter Equipment Company, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Procurement Lead Analyst
Michael Muñoz, CPPB, Procurement Analyst
Carol Jackson, Procurement Analyst
Beverly Hoemberg, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The proposals of Epoke North America, Inc., and Willie North America were determined to have been submitted in violation of RFP Section II. G. 2. and were rejected. The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response of HBM Group, Inc. and Smart Planet Software, fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Alamo Group (USA) Inc manufactures a mix of severe service snowplows, hitches and wing systems, rotary brooms, loader and truck mounted snowblowers, spray and anti-icing/deicing systems. Alamo provides sales and service to all of the United States and Canada. They are offering significant discounts off their list pricing to Sourcewell participating entities.

ASH North America, Inc., dba Aebi Schmidt North America, provides a large variety of snow moving and control equipment. Their sales and service staff are capable of supporting Sourcewell participating entities across the United States and Canada. They are offering a range of competitive pricing discounts from list price by product category and brand.

Bonnell Industries, Inc., is a manufacturer and vehicle upfitter providing equipment such as snowplows, spreaders, scrapers, wings, dump bodies, multi-purpose bodies, prewet systems, parts and accessories. The Bonnell team will provide sales and service to the United States and is expanding into Canada. They are offering Sourcewell Participating Entities a solid discount from MSRP, with additional volume discounts available.

Douglas Dynamics, L.L.C., offers multiple brands of snow and ice control attachments and accessories. Their mix of equipment covers Sourcewell participating entities' snow and ice control needs. Douglas Dynamics provides sales and service to all of the United States and Canada. Their pricing represents significant discounts off published list pricing, with the discount percentage varying by product brand and category.

Fair Manufacturing Inc. is a certified SBE manufacturing loader-mounted and PTO-driven snow blowers and snow hauling truck body inserts.. Their sales and service staff are capable of supporting Sourcewell participating entities in the snow-belt region of the United States and Canada. Fair Manufacturing offers competitive pricing discounts from MSRP, with additional volume discounts available for qualifying multiple product purchases on a single purchase order.

J.A. Larue inc., has long history of snowblower building experience based in Canada. J.A Larue will provide sales and service through its extensive dealer network in the United States and Canada. They are offering Sourcewell participating entities a solid percentage discount from standard list price, with increasing discounts based on unit order quantities.

Kueper North America LLC offers blades, edges, and wear components for snow control equipment in a variety of materials and designs. Kueper provides sales and service to the United States and Canada with a blended model of direct and dealer representation. They are offering significant discounts off their list pricing to Sourcewell participating entities.

Little Falls Machine, Inc., manufactures a wide variety of plows, wings, spreaders, scrapers, hitches, and lifts designed for truck, grader, and loader applications. Their sales and service staff support Sourcewell participating entities across the United States, with capability to serve agencies in Canada as well. They are offering a stated percentage discount from list prices.

Cives Corporation provides a range of snow control products in multiple configurations, including their BiDirectional Tow Plow, and Side Shift Plow. Cives utilizes a blended factory store and dealer location approach to deliver sales and service in the United States and Canada. Their pricing represents a significant discount from MSRP on all product offerings.

Vohl inc. produces loader-mounted snowblowers in medium and large capacity models with available free operator and maintenance training onsite at the time of delivery. Vohl equipment and services are available to Sourcewell participating entities in the United States and Canada through either direct sales or dealer sales channels. Vohl offers a stated percentage discount off MSRP pricing, with an additional quantity discount on qualifying orders.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #062222 to:

Alamo Group (USA), Inc	#062222-AGI
ASH North America, Inc., dba Aebi Schmidt North America	#062222-AEB
Bonnell Industries, Inc.	#062222-BNL
Douglas Dynamics, L.L.C.	#062222-DDY
Fair Manufacturing Inc.	#062222-FAM
J.A. Larue inc.	#062222-JAL
Kueper North America LLC	#062222-KUE
Little Falls Machine, Inc.	#062222-LFM
Cives Corporation	#062222-VCM
Vohl inc.	#062222-VHL

The preceding recommendations were approved on August 9, 2022.

DocuSigned by:
Greg Grunig
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Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:
0B0204E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
Beverly Hoemberg
36394C13F1E94C7...

Beverly Hoemberg, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #062222** for **Snow and Ice Handling Equipment, Supplies, and Accessories**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: North Crown Zone Change Ordinance File # ZC-22-7

ITEM AND RECOMMENDED ACTION:
Review and approve the submitted ordinance that finalizes the approved rezone from PR to RM

DISCUSSION:
City Council approved the rezone at the June 15, 2023 public hearing.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council approved the rezone at the June 15, 2023 public hearing.

APPROVED OR DIRECTION GIVEN:
City Council approved the rezone at the June 15, 2023 public hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. North Crown Zone Change Ordinance
2. North Crown Zone Change Exhibit A

ORDINANCE NO. _______

NORTH CROWN ZONE CHANGE

APPROXIMATLEY 83.86 ACRES
LOCATED EAST OF THE SOUTEAST CORNER OF N. CHASE RD. AND W. HAYDEN AVE.

(File No. ZC-22-7)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CHANGING THE ZONING CLASSIFICATION FOR THE LANDS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PUBLIC RESERVE (PR) TO RESIDENTIAL MIXED (RM). PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE;

WHEREAS, the City of Post Falls has conducted the hearings required by law to evaluate the request to rezone the property listed in Section 1 below and has adopted a Reasoned Decision approving the request.

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

Section 1: That the zoning classification for the approximately 83.86-acre parcel described below is hereby amended by this ordinance.

That portion the northwest quarter of Section 22, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

***BEGINNING** at the North quarter corner of said Section 22;*

Thence along the East line of said northwest quarter, South 00˚49’48” West, a distance of 2649.21 feet to the Center of said Section 22;

Thence along the South line of said northwest quarter, North 88˚56’49” West, a distance of 1385.45 feet to the East line of a parcel of land as described in a Warranty Deed recorded as Instrument Number 2736221000, records of Kootenai County, Idaho;
Thence along the East line of said parcel of land, North 01˚06’15” East, a distance of 2648.32 feet to the North line of said northwest quarter Section 22;

*Thence along said North line, South 88˚58’59” East, a distance of 1372.77 feet to the **POINT OF BEGINNING.***

Containing 3,652,937 Square Feet or 83.860 Acres more or less.

Section 2: That the property described above in Section 1 is hereby rezoned from Public Reserve (PR) to Residential Mixed (RM), which will be designated on the official Zoning Map of the City of Post Falls.

Section 3: That all prior zoning designations for the lands described in Section 1 are hereby superseded.

Section 4: This Ordinance will be effective upon publication as provided by law.

PASSED by the City Council upon roll call vote on the 15th, day of June 2023, and

APPROVED by the Mayor on the ___ day of ________________, 2023.

____

Ronald G. Jacobson, Mayor

____

ATTEST: Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. ______

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. ________, rezoning certain property located east of the southeast corner of N. Chase Rd and W. Hayden Ave., from Public Reserve (PR) to Residential Mixed (RM). The rezoned property is legally described as:

> *That portion the northwest quarter of Section 22, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:*
>
> ***BEGINNING** at the North quarter corner of said Section 22;*
>
> *Thence along the East line of said northwest quarter, South 00˚49'48" West, a distance of 2649.21 feet to the Center of said Section 22;*
>
> *Thence along the South line of said northwest quarter, North 88˚56'49" West, a distance of 1385.45 feet to the East line of a parcel of land as described in a Warranty Deed recorded as Instrument Number 2736221000, records of Kootenai County, Idaho;*
> *Thence along the East line of said parcel of land, North 01˚06'15" East, a distance of 2648.32 feet to the North line of said northwest quarter Section 22;*
>
> *Thence along said North line, South 88˚58'59" East, a distance of 1372.77 feet to the **POINT OF BEGINNING.***
>
> *Containing 3,652,937 Square Feet or 83.860 Acres more or less.*

The ordinance is effective upon publication of this summary. The full text of Ordinance No. ______, including the legal description of the rezoned property, is available at Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. ______, rezoning certain property find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of , 20 .

Field K. Herrington, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

That portion the northwest quarter of Section 22, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the North quarter corner of said Section 22;

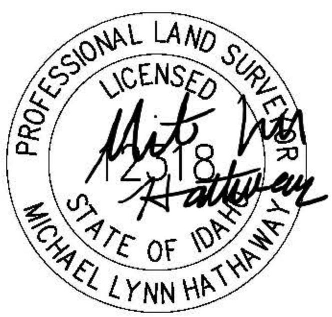
Thence along the East line of said northwest quarter, South 00˚49'48" West, a distance of 2649.21 feet to the Center of said Section 22;

Thence along the South line of said northwest quarter, North 88˚56'49" West, a distance of 1385.45 feet to the East line of a parcel of land as described in a Warranty Deed recorded as Instrument Number 2736221000, records of Kootenai County, Idaho;

Thence along the East line of said parcel of land, North 01˚06'15" East, a distance of 2648.32 feet to the North line of said northwest quarter Section 22;

Thence along said North line, South 88˚58'59" East, a distance of 1372.77 feet to the **POINT OF BEGINNING.**

Containing 3,652,937 Square Feet or 83.860 Acres more or less.



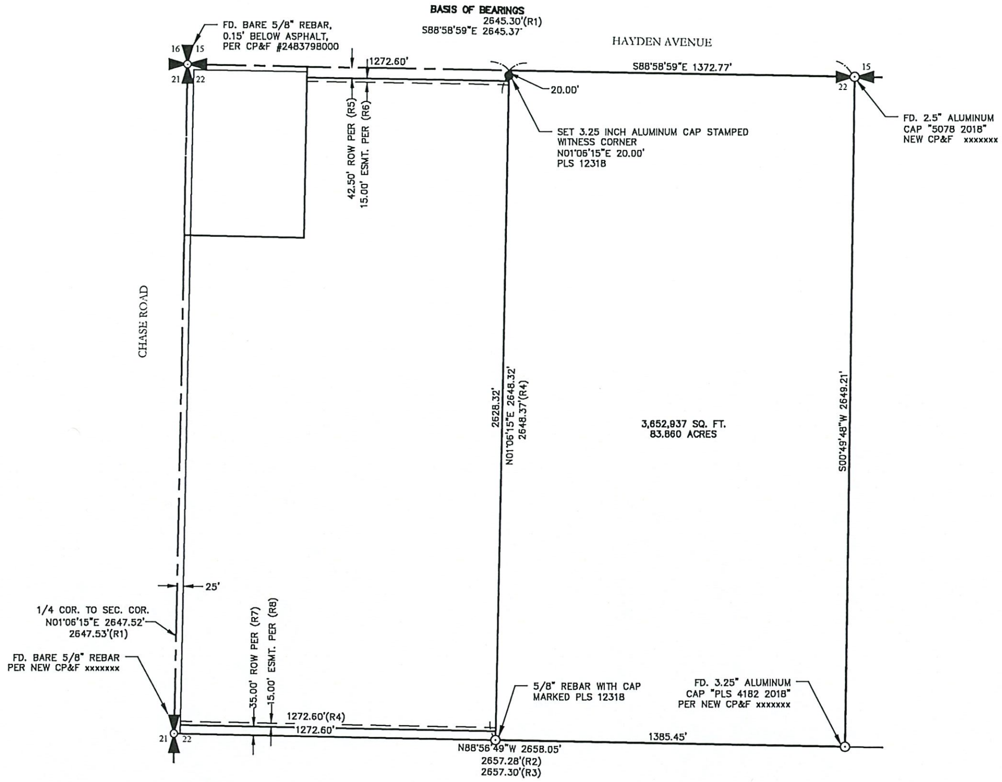
Digitally signed by Michael L Hathaway
Date: 2023.09.07
12:30:01-07'00'

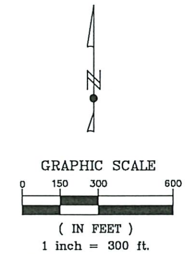
N:\Civil3D Projects\41351.000\Survey\Docs\Legal Descriptions\41351.000 Legal 20230907.docx

RECORD OF SURVEY

INSTRUMENT No.________________

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN KOOTENAI COUNTY, IDAHO





REFERENCES: RECORDS OF KOOTENAI COUNTY

R1) RECORD OF SURVEY RECORDED IN BOOK 31 OF SURVEYS, PAGE 245 (2020)
R2) RECORD OF SURVEY RECORDED IN BOOK 26 OF SURVEYS, PAGE 256 (2009)
R3) PLAT OF CROWN POINTE 6th ADDITION RECORDED IN BOOK L OF PLATS, PAGE 025 (2018)
R4) WARRANTY DEED RECORDED FEBRUARY 12, 2020, AS INSTRUMENT NO. 2736221000
R5) RIGHT OF WAY DEED RECORDED MAY 27, 2021 AS INSTRUMENT NO. 2836249000
R6) GRANT OF EASEMENT RECORDED MAY 27, 2021 AS INSTRUMENT NO. 2836246000
R7) RIGHT OF WAY DEED RECORDED MAY 27, 2021 AS INSTRUMENT NO. 2836248000
R8) GRANT OF EASEMENT RECORDED MAY 27, 2021 AS INSTRUMENT NO. 2836245000

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE SUBJECT PROPERTY. ALL FOUND MONUMENTS WHERE HELD, UNLESS OTHERWISE NOTED.

ALL RECORD DATA UTILIZED IN THIS SURVEY IS LISTED IN THE REFERENCES.

SURVEYORS CERTIFICATE

I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, LICENSE NUMBER 12318, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS IN CONFORMANCE WITH STATE OF IDAHO CODES.

Preliminary
09/07/2023 12:24:52 PM

PROFESSIONAL LAND SURVEYOR LICENSED 12318 STATE OF IDAHO MICHAEL LYNN HATHAWAY

MICHAEL LYNN HATHAWAY PLS NO. 12318

BASIS OF BEARING

THE GRID BEARING OF S88°58'59"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22. THE PROJECT IS ON THE IDAHO COORDINATE SYSTEM, WEST ZONE, NAD83(2011).

LEGEND

⊙ FOUND MONUMENT, AS NOTED

● SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH COMER PLS 12318", UNLESS OTHERWISE NOTED

THIS RECORD OF SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF WELCH COMER & ASSOC., INC.,
ON THIS ______ DAY OF ______________, 20___ AT ____ .M., AND DULY RECORDED
IN BOOK ______ AT PAGE ______ AS INST. NO. ______________

KOOTENAI COUNTY CLERK: ______________

KOOTENAI COUNTY DEPUTY CLERK: ______________

WELCH-COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

RECORD OF SURVEY FOR THE CITY OF POST FALLS

IN THE NW 1/4 OF SEC. 22 T.51N., R.5W., B.M., KOOTENAI COUNTY, IDAHO

PROJECT NO.:	41351
DESIGNED BY:	
DRAWN BY:	RVR
CHECKED BY:	MLH
NAME:	41351ROS3.DWG
DATE:	08-29-2023
SCALE:	1" = 300'
SHEET NO:	1 OF 1

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Thompson Satchwell Annexation Ordinance File # ANNX-22-14

ITEM AND RECOMMENDED ACTION:
Review and approve the submitted annexation ordinance.

DISCUSSION:
City Council approved the annexation and designation of approximately 178 acres of Public Reserve (PR), 28.1 acres of Single Family Residential (R-1), 20.8 acres of Medium Density Residential (R-2), and 34 acres of Community Commercial Mixed (CCM) zoning at the June 15, 2023 public hearing.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council approved the annexation at the June 15, 2023 public hearing.

APPROVED OR DIRECTION GIVEN:
City Council approved the annexation at the June 15, 2023 public hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. ANNEXATION ORDINANCE
2. ANNEXATION EXHIBITS

ORDINANCE NO. ______

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

PARCEL 1:

**That portion of land located in the south half of Section 13, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:
The southeast quarter of Section 13, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; together with the north 40 feet of the southwest quarter of Section 13, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; except the west 25' thereof.**

PARCEL 2:

**That portion of land located in the east half of Section 23, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:
The south half of the northeast quarter of Section 23, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; Together with the north half of the north half of the southeast quarter of Section 23, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.**

Together totaling 283.60 acres generally located north of Prairie Ave, between N. Idaho Rd. and HWY 41. Some properties are south of Hayden Ave., and some are north of Hayden Ave.
(File No. ANNX-22-14)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ANNEXING APPROXIMATELY 283.60 ACRES; Parcel 1: THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; TOGETHER WITH THE NORTH 40 FEET OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 25' THEREOF, PARCEL 2: THAT PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; TOGETHER WITH THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND ZONING THE ANNEXED PROPERTY PUBLIC RESERVE (PR), COMMUNITY COMMERCIAL MIXED (CCM), MEDIUM DENSITY RESIDENTIAL (R2), AND SINGLE FAMILY RESIDENTIAL (R1)

PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on April 18, 2023 and the City Council June 15, 2023, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the land in question adjoins the city limits and that Public Reserve (PR), Community Commercial Mixed (CCM), Medium Density Residential (R2) and Single Family Residential (R1) zoning are suitable and compatible with surrounding land uses and provisions of the Post Falls Comprehensive Plan and that said land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls.

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

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Section 1 of this Ordinance are hereby zoned Public Reserve (PR), Community Commercial Mixed (CCM), Medium Density Residential (R2) and Single Family Residential (R1) (please see Exhibit B). Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the ________ day of ______________________, 2023.

CITY OF POST FALLS

BY: ___________________________
Ronald G. Jacobson, MAYOR

ATTEST

BY: ___________________________
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. ______, annexing approximately 283.60 acres and zoning the property Public Reserve (PR), Community Commercial Mixed (CCM), Medium Density Residential (R2) and Single Family Residential (R1). The properties are generally located north of Prairie Ave, between N. Idaho Rd. and HWY 41. Some properties are south of Hayden Ave., and some are north of Hayden Ave.

PARCEL 1:

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;
TOGETHER WITH THE NORTH 40 FEET OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 25' THEREOF.

PARCEL 2:

THAT PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

TOGETHER WITH THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

____
Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. ______, rezoning certain property find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of , 20 .

Field K. Herrington, City Attorney

THOMPSON ANNEXATION ARE LEGAL DESCRIPTION PARCEL 1

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

TOGETHER WITH THE NORTH 40 FEET OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 30' THEREOF.

SATCHWELL ANNEXATION AREA LEGAL DESCRIPTION PARCEL 2

THAT PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

TOGETHER WITH THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

SATCHWELL PUBLIC RESERVE (PR) ZONED LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

TOGETHER WITH THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

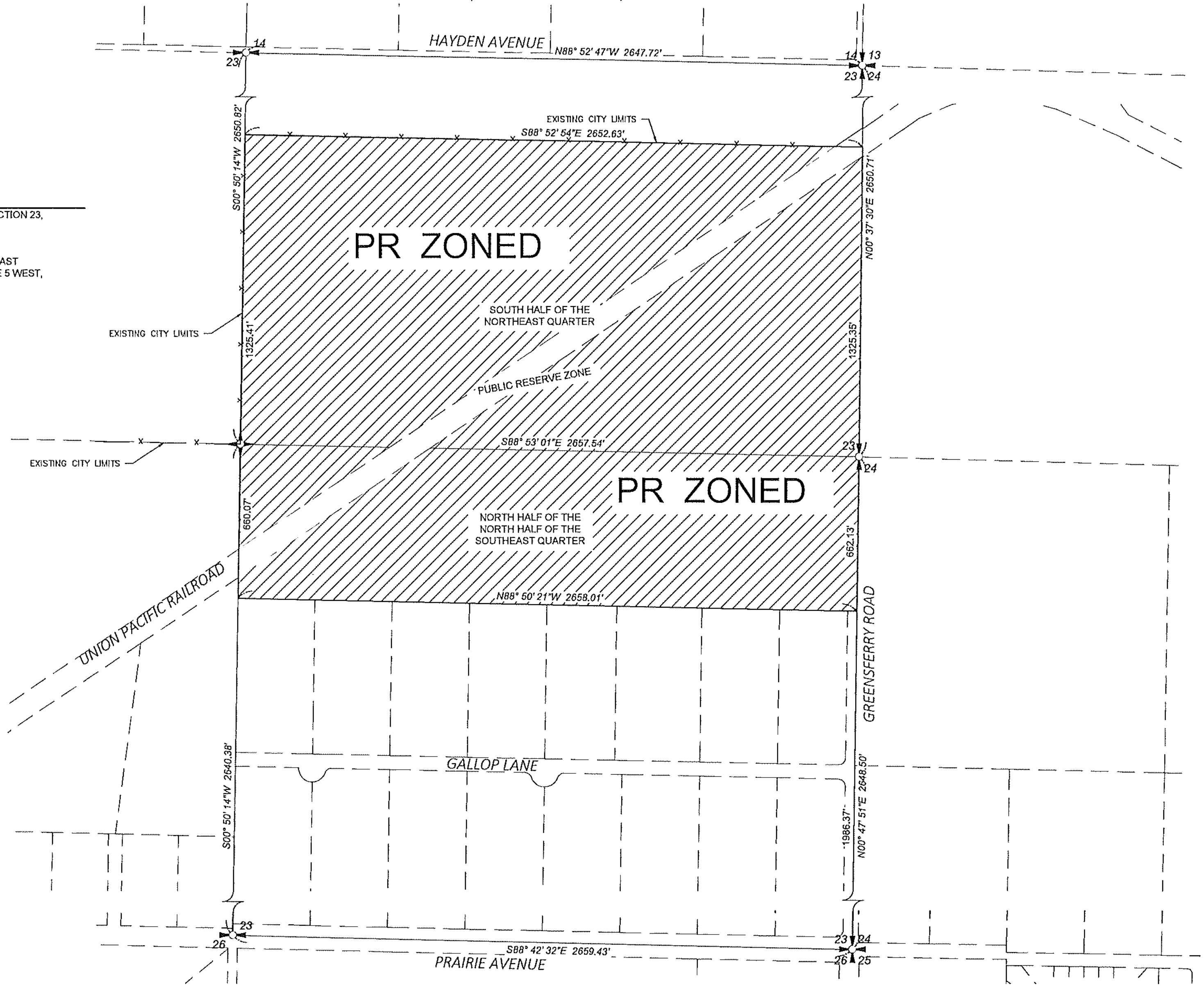
EXCEPT THE 100-FOOT STRIP OF LAND DESCRIBED IN THE DEED TO SPOKANE INTERNATIONAL RAILWAY, RECORDED MARCH 7, 1906, IN BOOK 18 OF DEEDS AT PAGE 36, RECORDS OF KOOTENAI COUNTY, IDAHO.

SATCHWELL PUBLIC RESERVE (PR) ANNEXATION EXHIBIT

LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

LEGAL DESCRIPTION

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.
TOGETHER WITH:
THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.



LEGEND

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

GRAPHIC SCALE
300 0 150 300 600
(IN FEET)
1 inch = 300 ft.

N W E S

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

PROJ #: 22-2326
DATE: 12/15/2022
DRAFTED BY: RK/WAL
REVIEWED BY: RK

CIVIL
STRUCTURAL
X SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

SATCHWELL PROPERTY
ANNEXATION EXHIBIT

SHEET
1 OF 1

JOB NUMBER
22-3326

NORTH THOMPSON PUBLIC RESERVE (PR) ZONED LEGAL DESCRIPTION

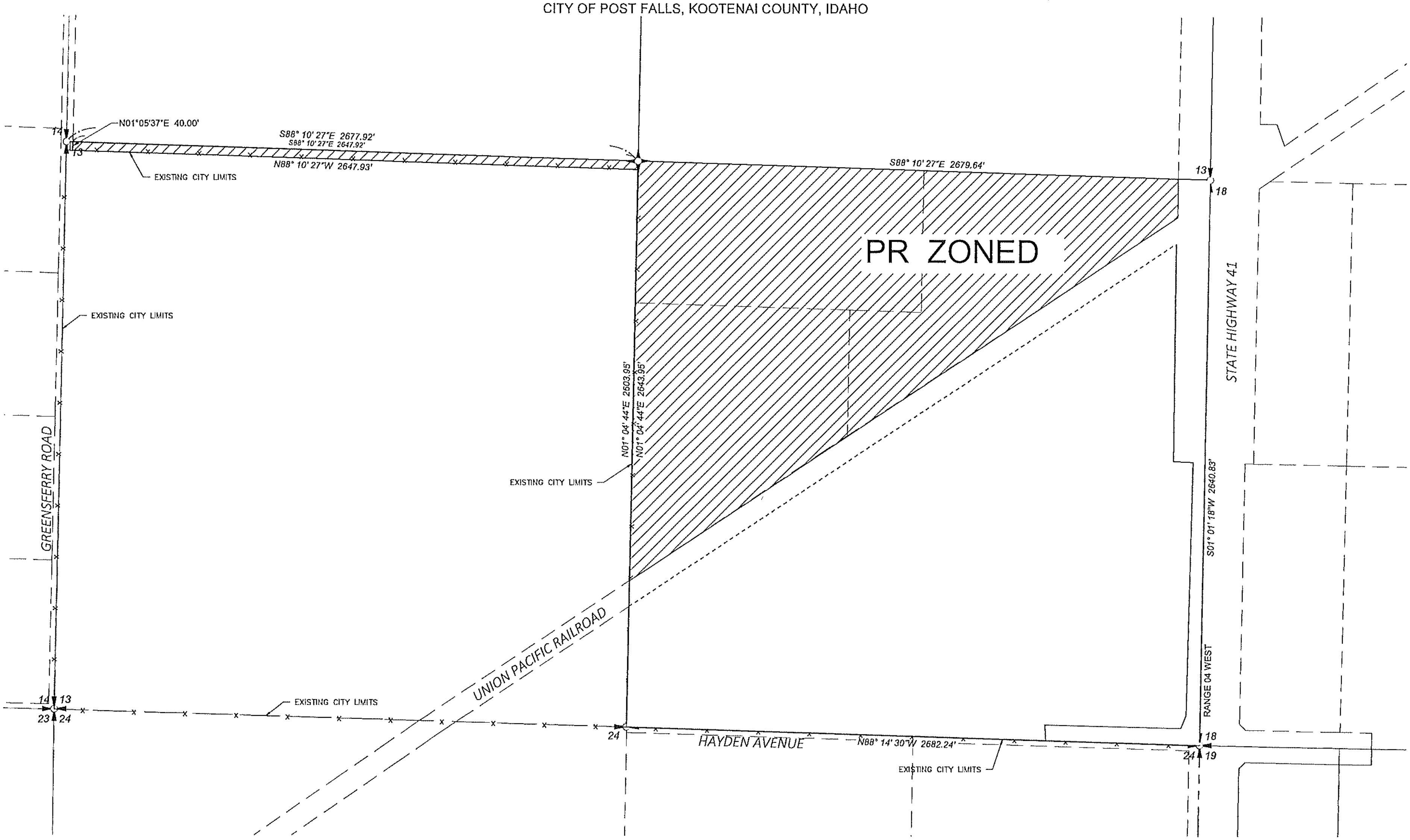
THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO LYING NORTHERLY OF THE 100-FOOT STRIP OF LAND DESCRIBED IN THE DEED TO SPOKANE INTERNATIONAL RAILWAY, RECORDED MARCH 7, 1906, IN BOOK 18 OF DEEDS AT PAGE 36, RECORDS OF KOOTENAI COUNTY, IDAHO ALL EXCEPT FOR THAT PORTION LYING WITHIN HWY 41 R/W;

TOGETHER WITH THE NORTH 40 FEET OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 25' THEREOF.

NORTH THOMPSON PUBLIC RESERVE (PR) ANNEXATION EXHIBIT

LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

AREA TO BE ANNEXED

EXISTING CITY LIMITS

PROPERTY LINE

EASEMENT LINE

CENTERLINE

GRAPHIC SCALE

300 0 150 300 600

(IN FEET)
1 inch = 300 ft.

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REVIEWED BY:	RK

	CIVIL
	STRUCTURAL
X	SURVEYING
	TRAFFIC
	PLANNING
	LANDSCAPE
	OTHER

THOMPSON PROPERTY

ANNEXATION EXHIBIT

SHEET 1 OF 1

JOB NUMBER 22-3326

SOUTH THOMPSON R1, R-2, AND CCM ZONED LEGAL DESCRIPTION

R-1 LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13 LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

R-2 LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

CCM LEGAL DESCRIPTION

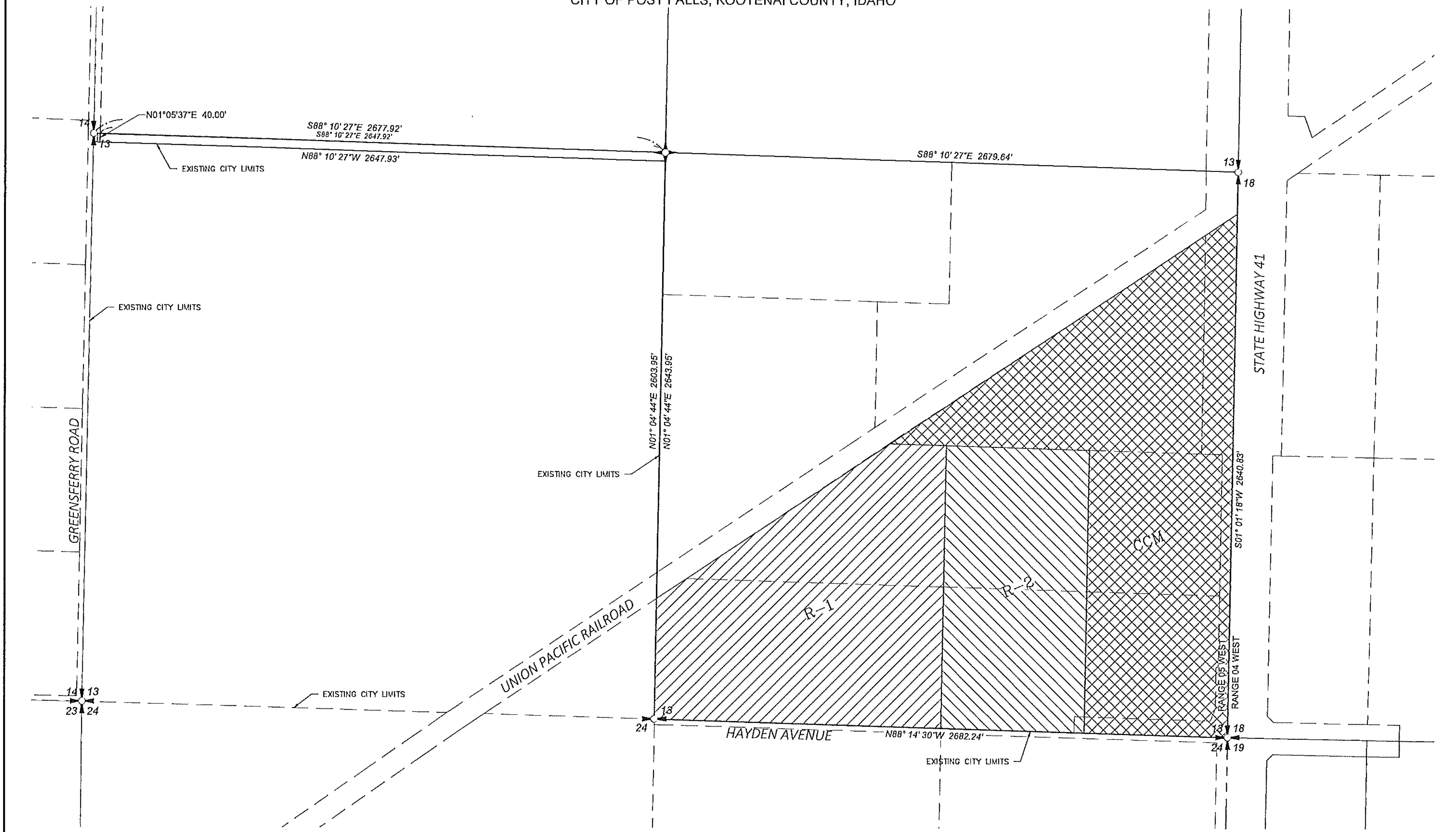
THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13;

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13 LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

SOUTH THOMPSON R1, R-2, AND CCM ZONED ANNEXATION EXHIBIT

LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

AREA TO BE ANNEXED

EXISTING CITY LIMITS

PROPERTY LINE

EASEMENT LINE

CENTERLINE

GRAPHIC SCALE

300 0 150 300 600

(IN FEET)
1 inch = 300 ft.

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X SURVEYING
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LANDSCAPE
OTHER

THOMPSON PROPERTY

ANNEXATION EXHIBIT

SHEET
1 OF 1

JOB NUMBER
22-3326

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Implementation of Facilities Needs Assessment/Master Plan

---

ITEM AND RECOMMENDED ACTION:
Staff are requesting guidance as to acceptable financial mechanisms to implement the Facilities Master Plan and an approach to the Streets administration upgrades currently under design.

DISCUSSION:
Introduction: In June 2023, a discussion was held regarding funding options for future facilities needs. In this discussion, City Council expressed a priority of investing in long-term facilities vs. short term improvements with less lasting value. It was suggested that a bond be investigated to fund one or more significant facilities projects. Specific discussion was directed at methods to fund the relocation of the Streets and Fleet facilities from the existing location on the Water Reclamation Facility to a future site on Hargrave Ave.

Bond Financing Background:
Bond financing is a tool available to municipalities in Idaho. For general fund projects, general obligation (GO) bonds are used, as opposed to a revenue bond for a business-like enterprise such as a water or wastewater utility. A GO bond requires a vote of 66 and 2/3 in a general election. If approved, the municipality is authorized to borrow the approved funds from a bank or the broader bond market. The citizens of the municipality then fund the annual bond payments with a new tax levied in addition to their annual property taxes.

Cost Findings:
The approximate costs of a bond were researched and are summarized below. Costs include payments to an attorney specializing in bond financing for government (bond counsel), costs for providing informational material to the community (information), and costs associated with fees and interest charged on the bond itself (bond costs). Cost information was obtained through discussions with the City's bond counsel and financial advisor.

Scenario				
Bond Amount	**$6,000,000**	**$6,000,000**	**$15,000,000**	**$15,000,000**
Bond Term (Years)	10	20	10	20
Bond Rate	3.40%	4.24%	3.40%	4.24%
Bond Counsel				
Ordinance	$2,500	$2,500	$2,500	$2,500
Bond Disclosure	$55,000	$55,000	$55,000	$55,000
Information	$50,000	$50,000	$50,000	$50,000
Bond Costs	$1,285,250	$3,151,719	$3,046,250	$7,673,719
Total Costs	**$1,392,750**	**$3,259,219**	**$3,153,750**	**$7,781,219**

Average Annualized Costs	$739,275	$462,961	$1,815,375	$1,139,061
Average Annualized Costs Excluding Debt Service	$139,275	$162,961	$315,375	$389,061

Costs range from 21%-23% of the borrowed amount for a ten-year bond to 52%-54% for a 20-year bond.

Analysis:
Using bond financing can allow a municipality to meet an immediate need through the use of future funds. This can allow facilities to be constructed before costs increase due to inflation. However, the cost of borrowing funds for construction must also be considered.

The facilities projects model was used to estimate the effects of various financing scenarios. This model was developed as part of the 2021 Facilities Needs Assessment. For the analysis, it was estimated that the City will spend approximately $5 million to create a phase 1 streets facility on the Hargrave property in the next two years.

The model predicts that completing the needed projects, including the phase 1 streets project, would require increasing annual funding to $1.5M from $620,000 without alternative funding. Without added funding, either from a bond or other revenue, the facilities projects model predicts a cash shortfall in five years.

For bond scenarios, a brief analysis was conducted on the various scenarios described above. The least-cost alternative is a $6M bond taken out in 2024 and paid over 10 years. Other scenarios, especially the $15M bond, increase the annual amounts needed for debt service beyond the amounts which would be required to use pay-as-you-go financing.

The model was used to estimate the impacts of a $6M bond in 2024. Utilizing a $6M bond decreases the 2024 annual funding needed to $1.1M, including approximate bond costs of $1.4 million.

Bond Strategy:
Bonds are a useful tool for entities to fund significant projects. Often, due to the voter support needed, these are used to finance optional projects which improve the service to the community. Examples would be the County's current open space bond which is slated to be on the ballot in November or constructing a fire station to improve response times. Borrowing a larger amount, such as the proposed $50M open space bond, decreases the proportional cost to borrow vs. the total amount. Bonds are less frequently used for expenditures which are necessary for the ongoing function of the entity.

Recommendations:
Based on the analysis above, staff do not recommend seeking a bond to finance the phase 1 portion of the public works operations facility. The following reasons support this recommendation:

- There is no immediate need to borrow money. The City has nearly $10 million in funds dedicated to facilities projects. Given the current cost of borrowing, it would be less financially prudent to borrow then to spend existing funds.
- Much work has been done to keep residential property taxes low in Post Falls. Adding a bond payment which is not strictly necessary to property taxes may counteract these longtime efforts.
- The costs of borrowing the funding are considerable, given the relatively small amount of the bond. Costs presented here do not include staff time necessary to facilitate the bond process and to conduct the necessary public outreach for the public to understand the issue and make an informed decision.

- The Streets and Fleet facility must be moved to accommodate future phases of the Water Reclamation Facility. It may be perceived negatively to request a bond knowing that if it does not succeed the expenses will still be incurred.

Instead of a bond, staff recommend the following strategies:

- Continue to dedicate one-time revenues, such as rebates from Urban Renewal and unspent funds in annual budgets, to the facilities fund.
- Consider a small tax increase (less than required for a bond payment) to fund ongoing facilities needs. This would cost less to the taxpayer both in terms of the required amount and in avoiding the need for the costs of the bond itself.
- Develop an outreach program to continually update the community on the state of the City's facilities. This will help to inform the public in the future, if a bond is required at some later date to meet a pressing need or opportunity. The facilities plan does call for a significant bond to be considered in the 2040s to fund major facilities upgrades.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
2021 Facilities Needs Assessment – December 2021 (including several workshops during development)
June 2023 Funding Discussion

APPROVED OR DIRECTION GIVEN:
Facilities Needs Assessment Approved
Direction provided to investigate bond financing at June 2023 Workshop

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
No financial decision is requested. Guidance will inform staff's approach to the financial management of facilities upgrades.

BUDGET CODE:
N/A

ATTACHMENTS:
None

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Well House 11 - Additional Services Agreement with J-U-B Engineers

---

ITEM AND RECOMMENDED ACTION:
City Council approves the additional services agreement with J-U-B Engineers and authorizes the Mayor to sign the Agreement.

DISCUSSION:
This additional services with J-U-B Engineers accounts for the additional Construction Management Services (CMS) that are needed to complete the construction of the New Well House. The additional services are required as result of a delay in equipment delivery, preventing completion of the project.

The extended project schedule is attributed to delays in the supply and delivery of equipment, specifically the new well pump. These delays have resulted in the resequencing of work activities onsite, specifically those requiring oversight and inspections by the city's Engineering consultant. As a result, this delay represents a change to the original scope of services with J-U-B.

Currently, the City and its contractor TML Construction, are finalizing a change order to account for these delays and are establishing a new final completion date. Project completion is anticipated by the end of 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
October 10, 2022, Well House 11 Recommendation of Award
December 7, 2021, Engineering and Construction Management Services for Well House 11

APPROVED OR DIRECTION GIVEN:
Council Approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Funding for this work will come from the City's Well House 11 Fund. City staff will utilize the $11,600 in Management Reserve to partially fund the $25,600 request. Council approval is for the difference of $14,000, plus a $5,000 contingency for unforeseen events or project changes that will benefit the water system. Use of the contingency will require authorization from the Public Works Director or his designee. City Council approval is for $19,000.

BUDGET CODE:
753-462.3224.95550

ATTACHMENTS:

1. WellHouse11SCA10.10.23 (002)

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Post Falls Idaho

Project Name: City of Post Falls Well House 11

J-U-B Project Number: 20-22-007

1. *Amendments.* The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated December 7, 2021. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

   The anticipated construction completion for the Well House 11 project has been delayed several months due to equipment delivery. The delay in completion of the work has caused additional Construction Management Services, such as review of pay applications, meetings, site visits, and contractor coordination. The work is now anticipated to be complete, and ready for closeout, in late January 2024.

   The remaining budget on the existing Construction Management contract is approximately $19,400 and the Management Reserve remains at $11,600, for a total remaining budget of $31,000. The estimated cost to complete the Construction Management Services of the project is $45,000, including sub-consultants previously scoped work. The difference between the estimated cost to complete the project and the remaining budget is requested in the Amendment.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

   ______________________________ ______________
   Name *Date*

3. *Payment for* Amendments*.* Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

   Other Basis for Payment:

   Time and Materials increase.

   Task 300 – Management Reserve (MR) – Transfer remaining balance of $11,600 to Task 200, ST002; MR new balance is $0; Task 200, Subtask 002 – Increase existing estimated budget of $112,900 by $11,600 from MR and an additional **$14,000** contract increase for a new Task 200, ST002 estimated budget of $138,500.

4. *Schedule of Services.* Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

   Anticipated project closeout to be complete by January 31, 2024.

Dated this _____ day of _____, _____,

CLIENT	**J-U-B ENGINEERS, Inc.**
By:	By:
Project Representative or Authorized Signatory for CLIENT	Project Representative or Authorized Signatory for J-U-B
	A. Jay Hassell, PE, Area Manager
Print or Type Name and Title	Print or Type Name and Title

J-U-B Contract Amendment (REV 5/22)

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager, Jaxon Fleshman, Project Manager

SUBJECT: Well 4 Rehabilitation Engineering and Construction Management Services

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ITEM AND RECOMMENDED ACTION:
City Council approves and authorizes the Mayor to sign the contract with JUB Engineers to develop plans and specifications and to oversee construction of the Well 4 rehabilitation project.

DISCUSSION:
The 2018 Water System Master Plan identified the need to rehabilitate aging water supply infrastructure to increase system capacity and reliability. The Well 3 and Well 4 wells and well houses were identified as priority projects to ensure supply capacity meets demand requirements. The rehabilitation of Well 3 was completed in late 2021 allowing for design work on the Well 4 project to move forward. The original Well 4 well and well house were completed in 1974 making it the City's oldest currently operating well.

The attached scope for work on the Well 4 well and well house is similar to what was completed on Well 3 which JUB Engineers designed. City staff were pleased with the outcome of the Well 3 reconstruction, utilizing JUB Engineers on the Well 4 project will allow certain design elements to be carried over to the Well 4 reconstruction project. The Post Falls Parks Department and Community Development will be included in the design process to ensure the final design meets the needs of all impacted stakeholders.

The project schedule accounts for design through the remainder of 2023, bidding in early 2024, and construction to begin when the necessary construction materials can be procured. City staff and J-U-B will prioritize the project needs with current market conditions at the time of bid advertisement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
2018 Water System Master Plan: September 18, 2018

APPROVED OR DIRECTION GIVEN:
Council adopted the 2018 Water System Master Plan

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Funding for this work will come from the Well 4 Rehabilitation budget. Payment for work outlined in the proposed scope is not to exceed $352,400. In the event additional tasks are required, the Public Works Director is authorized to direct the use of Task 300, Management Reserve Fund, up to the amount of $20,000. The total requested amount for Council approval is $372,400.

BUDGET CODE:
753-462.3227.95550

ATTACHMENTS:

1. ContractWell4_JUBSigned

CITY OF POST FALLS:
City of Post Falls Idaho
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, Public Works. Phone: (208) 262-7357 Email: jfleshman@postfalls.gov

CONSULTANT:
J-U-B Engineers, Inc
7825 Meadowlark Way, Coeur d'Alene, ID 83815
208-762-8787

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and J-U-B Engineers, Inc. having offices for the transaction of business at 7825 Meadowlark Way, , ID 83815 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

W I T N E S S E T H:

WHEREAS, Pursuant to the 2023 Consultant Roster Request for Qualifications for Consulting Services and selection of J-U-B Engineers as a qualified engineer, this Agreement is made and entered into effective from the date attested by the City Clerk of the Board, by and between City of Post Falls, a political subdivision of the State of Idaho hereinafter known as the "City" having offices for the transaction of business as listed above and the "Consultant", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties".

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 "B"**, which is incorporated herein by this reference.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION**: This project is to be located in the City of Post Falls.

2.2. **SCOPE/STATEMENT OF WORK**: The Consultant will provide the professional services described in the Scope of Services attached hereto as **Exhibit "B"**, which is incorporated herein by reference. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

2.3. **PERSONNEL:** The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the services on behalf of the Consultant. The Consultant's Project Manager and/or other key employee(s) may not be replaced without obtaining the City's approval, which will not be unreasonably withheld. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification's criteria section dealing with the competence of personnel and any applicable specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that may have been submitted at the City's request, the City, may at its sole option: (1) approve the Consultant's request in writing; or (2) deny the Consultant's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

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

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

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

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION**: Consultant will be paid in accordance with **Exhibit "B"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed that which is specified in any individual Task Order without an Amendment approved in writing by both parties. If the period of service for the Tasks identified are extended beyond 6 months of the anticipated project schedule, or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods Billing rates changes, due project extension, shall be formally amended or changed by an Amendment in accordance with Section 8.4 of the Agreement.

3.2. **REIMBURSABLE EXPENSES**: Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses, which are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include expenses by the Consultant and the Consultant's employees in the interest of the Project.

3.3. **EXCLUSIONS FROM COMPENSATION:** Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Article, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement, including but not limited to, fees, licenses, and permits have already been included in computation of the Consultant's fee and may not be charged to the City.

3.4. **TIME OF PAYMENT:** Payments will be made in monthly installments based on an invoice of services rendered and costs incurred during the previous month. Each invoice will contain the project/contract number and unique invoice number generated by J-U-B's accounting system. The invoice will be addressed to the Project Manager at the address listed above. The invoice will be paid within 30 days of receipt by the City contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

3.5. **METHOD OF PAYMENT:** The, City, in its sole discretion, may elect to make payment by warrant (check) or Automated Clearing House (ACH). The pricing submitted by the Consultant and accepted by the City is inclusive of applicable payment terms, as well as, any and all fees incurred by the Consultant through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the City shall apply, unless otherwise preapproved by the City.

3.6. **FINAL INVOICE:** In order for the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will thereupon be closed and any budget balances

deleted, the Consultant agrees that any further charges not properly included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. **INSURANCE**: The Consultant will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed or altered without thirty (30) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls, 408 N. Spokane Street, Post Falls, Idaho 83854. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. **GENERAL LIABILITY INSURANCE**: The Consultant must have Commercial General Liability Insurance with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage. The General Liability Insurance must state that City of Post Falls, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

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, or renewed without thirty (30) days written notice prior thereto to City of Post Falls.

4.4. **WORKERS COMPENSATION**: The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability.

4.5. **PROFESSIONAL LIABILITY INSURANCE**: The Consultant will carry Professional Liability insurance coverage in the minimum amount of $500,000.00 or the value of the contract, whichever is greater, but not to exceed $5 million dollars.

4.6. **FAILURE TO COMPLY:** Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant due for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

5.1. **TERMINATION BY CONSULTANT:** This Agreement may be terminated by the Consultant upon thirty (30) days' prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Consultant.

5.2. **TERMINATION BY CITY:** This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Consultant that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant, must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. **CLOSE-OUT OF WORK:** Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City the Consultant must:

(1) Stop work on the date and to the extent specified; and
(2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
(3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
(4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

6.1. **CONSULTANT TO INDEMNIFY CITY:** The Consultant agrees to indemnify, defend (at the city's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. **PROFESSIONAL LIABILITY:** The Consultant's professional liability to the City (including Consultant's officers, directors, employees and agents) is limited to the amount of five hundred thousand dollars ($500,000). In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant's services under this Agreement and any continuation or extension of such services.

6.3. **U.C.C., LIENS, ETC.** The Consultant's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. **CITY OWNS INSTRUMENTS OF SERVICE:** Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed, or this Agreement is canceled prior to expiration. Use or reuse of Materials or Instruments of Service for any purpose other than intended by this Agreement shall be at the City's sole risk.

7.2. **CONSULTANT TO ASSIGN RIGHTS:** The Consultant hereby assigns to the City all rights, title and interest to the Materials. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the City by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the City's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.3. **STANDARD ELEMENTS**: The foregoing shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated, and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The City further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.4. **INFRINGING ON OTHERS INTELLECTUAL PROPERTY:** The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify the City from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.5. **FINDINGS CONFIDENTIAL:** Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.6. **MAINTENANCE OF RECORDS**: The Consultant will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Consultant shall make available to the City, at any time during their normal 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 required for the purpose of funding the services contracted for herein.

7.7. **APPROVAL OF DOCUMENTS**: The City's approval of documents resulting from the services provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement. Standard of care is defined as the level of care and skill ordinarily exercised by other professionals practicing in the same locale and under similar circumstances at the time the services are performed.

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

ARTICLE 8. GENERAL CONDITIONS

8.1. **PAYMENT OF TAXES**: This Contract is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

8.2. **ENFORCEMENT COSTS**: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

8.3. **COMPLIANCE WITH LAWS**: The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

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

8.5. **FORCE MAJEURE:** A party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other Party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the Operational Control of the Party. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. A Party suffering a Force Majeure event ("Affected Party") shall notify the other Party ("Non-Affected Party") in writing ("Notice of Force Majeure Event") as soon as reasonably practicable specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Affected Party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement. If the Force Majeure event continues for a period of more than ninety (90) days from the date of the Notice of Force Majeure Event, the Non-Affected Party shall be entitled, at its sole discretion, to terminate the Agreement.

8.6. **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.

8.7. **WAIVER**: No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement, or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Consultant of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

8.8. **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.

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

8.10. **RECOVERY OF FUNDS**: Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under the Contract or under any other contract between the Consultant and the City including reasonable attorney fees and or any other collection costs. The rights of City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8.11. **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.

8.12. **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.

8.13. **INTEREST OF MEMBERS OF CITY AND OTHERS:** No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

8.15. **PERMITS:** The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement.

8.16. **INTEGRATION:** This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.16 **NONDISCRIMINATION:** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply will all the Nondiscrimination Requirements contained in **Exhibit "A"**, which by this reference is incorporated herein.

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

(1) **Boycotting Israel**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and Consultant employs ten (10) or more persons, then Consultant certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code

67-2346).
(2) **Contract with Abortion Providers**: To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).
(3) **Certification Concerning Government Ownership or Operation:** Pursuant to Idaho Code section 67-2359, Consultant certifies that is not owned or operated by the government of China and will not be for the duration of this contract.

8.18. **DISPUTES**: With regard to any controversy or dispute arising from or related to this Agreement, the parties shall first attempt to informally negotiate the dispute. If the parties are unable to resolve the dispute, either party may request mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 90 days of service of notice. No action or suit may be commenced unless the mediation did not occur within 90 days after service of notice, or the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

ARTICLE 9. CONTRACT DOCUMENTS

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

1. This Agreement; and
2. Exhibit "A" Nondiscrimination Requirements
3. Exhibit "B" J-U-B Scope and Fee Estimate

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.

CITY OF POST FALLS

ATTEST:

Ronald G. Jacobson, Mayor

BY: ______________________________
Shannon Howard,
City Clerk

Date: ____________, 2023

CONSULTANT

J-U-B Engineers, Inc
7825 Meadowlark Way,
Coeur d'Alene, ID 83815

Cory Baune, Executive Vice President

State of Idaho)
: ss
County of Kootenai)

On this 21st day of Sep. 2023 before me, a notary for the State of Idaho, personally appeared Cory R. Baune who, being by me first duly sworn, declared that they are a Principal of J-U-B Engineers, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

KIMBERLY UTECHT
NOTARY PUBLIC
MY COMMISSION EXPIRES 07-09-2027
STATE OF IDAHO
COMMISSION NUMBER 20213309

Kimberly Utecht
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/9/2027

Exhibit A 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.

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Exhibit B – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Well House 4 Replacement
CLIENT: City of Post Falls
J-U-B PROJECT NUMBER: 20-23-052
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:

☒ **AGREEMENT DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

In July 2018 the City of Post Falls Water System Master Plan (Murrysmith) was approved by the Idaho Department of Environmental Quality (IDEQ) as a Facility Plan. The Master Plan recommended the replacement of the structure and electrical equipment at the City's Well 4. The current structure has reached the end of its useful life.

The City intends to replace the existing Well House 4 with a new CMU block building, similar in footprint, style, and color to the recently replaced Well House 3, and is expected to include a new covered generator. Well 4 is located near Greensferry and 3rd Street, adjacent to the City Skate Park.

The scope of work for this project includes the design and construction management of the replacement of the well house, pump, piping, and electrical gear for the existing Well 4. Construction is expected to take place in 2024.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. **Task 010: Project Management**
   1. Subtask 010: Administrative
      a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
      b. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
      c. Communicate and coordinate subconsultant activities under J-U-B.
      d. Coordinate quality assurance / quality control (QA/QC) processes.
      e. Regularly monitor project status, budget and schedule.
      f. Provide a monthly invoice including budget status.
      g. Provide ongoing document handling and filing and project closeout.

B. **Task 020: Survey and Base Map Development**

1. J-U-B will complete topographic survey for design and construction purposes. Survey will include the following: collection of surface improvements within the project location; existing well head location; existing utilities from field locates; trees and landscaping; driveways; retaining wall; existing building and fencing infrastructure; and any readily discoverable property pins within the project area. A boundary survey will not be conducted unless specifically requested by the CLIENT and authorized under an additional service. J-U-B will prepare base drawings for subsequent use in design and construction.

C. **Task 100: Well House 4 Replacement**

1. Subtask 001: Well House No. 4 Preliminary Engineering Report and 30% Design
   a. J-U-B will provide the following design services for this subtask:
      i. J-U-B will develop a Preliminary Engineering Report (PER) meeting IDEQ requirements and 30% plans for Well House 4. The Concept plans will include concept site layout, connective piping alignments, pumping, mechanical, and well house plan and section views with space identified for the hypochlorite generation and electrical components. 30% design will include backup power considerations. Well house layout for Well 3 will be utilized to develop the initial 30% plans. 30% plans will not include full architectural, mechanical, electrical, and structural plans.
      ii. J-U-B will develop preliminary Opinion of Probable Cost based on prior years' average construction costs~~,~~ adjusted for construction year prices per the Construction Cost Index with 30% construction contingency.
      iii. J-U-B will review 30% plans and preliminary cost opinion with CLIENT.
      iv. J-U-B will review CLIENT comments and finalize and submit Preliminary Engineering Report per IDAPA 58.01.08.503 requirements.
      v. J-U-B will address PER comments from IDEQ in writing.

2. Subtask 002: Well House 60% Design
   a. J-U-B will provide the following services for this subtask:
      i. J-U-B will prepare 60% well house design plans and details. Plans will include full architectural, mechanical, electrical, and structural plans.
      ii. J-U-B will coordinate well house electrical, SCADA, and HVAC plans, details, and specifications including on-site standby power generation and SCADA communication improvements.
      iii. J-U-B will identify pipeline and valving improvements that are necessary for connection to the existing system and future operations. It is estimated that approximately 100 linear feet of piping modifications will be required to connect to existing system. The final length will be identified based on City potholes of existing piping.
      iv. J-U-B will prepare 60% Technical Specifications and Contract Documents.
      v. J-U-B will develop 60% Opinion of Probable Cost based on prior years' average construction costs, adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.
      vi. J-U-B to complete internal QC of 60% plans, specifications and cost opinion.
      vii. J-U-B will review 60% plans, specifications and cost opinion with the CLIENT.

3. Subtask 002: Well House 90% Design
   a. J-U-B will provide the following services for this subtask:

i. J-U-B will prepare 90% well house design plans and details. Plans will include full architectural, mechanical, electrical, and structural plans.
ii. J-U-B will coordinate well house electrical, SCADA, and HVAC plans, details, and specifications including on-site standby power generation and SCADA communication improvements.
iii. J-U-B will prepare 90% Technical Specifications and Contract Documents.
iv. J-U-B will develop 90% Opinion of Probable Cost based on prior years' average construction costs, adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.
v. J-U-B to complete internal QC of 90% plans, specifications and cost opinion.
vi. J-U-B will review 90% plans, specifications and cost opinion with the CLIENT.

4. Subtask 003: Well House 4 Final Design
   a. J-U-B will provide the following services for this subtask:
      i. J-U-B will review CLIENT comments and prepare final bid documents, prepare IDEQ checklist, and submit final bid set to IDEQ and City.
         (a) Address City and IDEQ comments in writing.
      ii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs, adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
      iii. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the Bid Documents.
      iv. J-U-B will finalize bid documents and will provide an electronic copy (PDF format) and up to three printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.
5. Design Assumptions:
   a. City will complete potholing to confirm length of pipe to be replaced within the City Park.
   b. City will procure asbestos testing services for demolition of the structure.
   c. Hydraulic model updates are not anticipated for this design effort.

6. Key Deliverables and Schedule:
   a. Preliminary Engineering Report and 30% Design – Within 60 days of Notice to Proceed.
   b. 60% Design Review Package – within 45 days of receipt of previous comments.
   c. 90% Design Review Package – within 45 days of receipt of previous comments.
   d. Final Bid Package – within 20 days of receipt of previous comments.

D. **Task 200: Well House 4 Bidding and Construction**
1. Subtask 001: Bidding
   a. J-U-B will provide bidding assistance.
   b. J-U-B will hold a pre bid meeting, answer bidders questions, including issuing addenda.
   c. J-U-B will provide a bid review and letter.
   d. J-U-B will conduct a pre-construction meeting.
2. Subtask 002: Construction Management Services
   a. J-U-B will provide Construction Administration services and Resident Project Representative Services per the attached Standard Exhibit B-1 – Construction Phase Services.

i. Full time onsite observation will be provided during piping and underground work.
   (a) Assume 4 weeks of full time observation.
ii. Weekly or bi-weekly site visits by observation staff are anticipated during building construction.
   (a) Assume 28 weeks at 8 hours of observation per week.

3. Subtask 003: Project Closeout
   a. J-U-B will prepare an O&M Manual with piping, mechanical, electrical and instrumentation: Provide one paper copy in three-ring binder and electronic (pdf) copy for the City's use and one electronic submittal by J-U-B for approval by IDEQ.
   b. J-U-B will prepare record drawings. J-U-B will submit two half-sized (11"x17") paper copies and one electronic (pdf) copy of the final Record Drawings for the City's use and one electronic submittal by J-U-B for approval by IDEQ. The record drawings will meet the City's electronic submittal requirements for incorporation to GIS.
4. Key Deliverables and Schedule:
   a. Bid review summary – Within one week of Bid Opening.
   b. Operations and Maintenance Manual –Draft for City review prior to Substantial Completion.
   c. Record Drawings – Within 30 days of Final Completion.

E. **Task 300: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
   a. A Management Reserve Fund has been set up for use by the City and only when authorized in writing (email will suffice) in part or whole with a description (scope) of work to be completed.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Building Permit Coordination
2. Existing Piping Potholing.
3. Asbestos testing services for existing building demolition.

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Easement assistance or legal descriptions as necessary for pipeline replacement or connections.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
   a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
   a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
   b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

C. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Lump Sum	$26,700	Concurrent with work progress
020	Survey and Base Map Development	Lump Sum	$11,300	Concurrent with work progress
100	Well House 4 Design	Lump Sum	$139,100	See summary above.
200	Well House 4 Construction Management	Time and Materials (Estimated Amount Shown)	$175,300	Concurrent with work progress – Anticipated 23/24 Construction
300	Management Reserve Fund	To Be Determined (Estimated Amount Shown)	$20,000	As mutually agreed to by CLIENT and J-U-B
		Total:	**$372,400**	

D. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

- Exhibit 1-A: Proposal from AEI for Electrical Engineering Services.
- Exhibit 1-B: Proposal from B2 Architecture for Architectural Design Services.
- Standard Exhibit B-1: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho
TYPE OF WORK: City
R&D: Yes
GROUP: Water/Wastewater
PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)
2. Water Resource/Hydrology/Ground Water (W02)

AEI Engineering Incorporated
1038 W. Davidson Avenue | Coeur d'Alene, ID 83814
208.666.4001 | Fax 208.666.4021 | www.aei-engineering.com

June 6, 2023

J-U-B Engineers, Inc.
7825 Meadowlark Way
Coeur d' Alene, ID 83815

Attention: Ms. Michelle Johnson, P.E.

Subject: Post Falls, Well 4 Improvements
Proposal for Electrical Engineering Services

Dear Michelle:

Thank you for the opportunity to submit this proposal for electrical engineering services to assist J-U-B Engineers, Inc. with the subject project. We have prepared this proposal and associated engineering fee estimate based on the information provided.

UNDERSTANDING OF PROJECT

As part of the Water System Master Plan, the City of Post Falls intends on replacing the existing Well No. 4 well house (similar to Well 3 in construction details).

AEI Engineering is proposing to provide the electrical, mechanical (HVAC) and SCADA system design, bid support and associated construction support for this project.

The Well No. 4 system replacement will include the following design elements:

- Revised electrical utility service.
- Revised site electrical utilities.
- Telemetry control panel with radio communications.
- Well pump control and monitoring for a new vertical line shaft turbine.
- Stand-by power system.
- Electric heating, ventilation and air conditioning systems.
- Interior and exterior lighting and receptacles.
- Instrumentation, flow, pressure, etc.
- A chlorine disinfection system.
- SCADA and LCP programming.
- Relocation of Police Department cameras and infrastructure.

APPROACH AND DELIVERABLES

During the initial (pre-design) phase of this project, we will meet with J-U-B Engineers and the City to determine the specific design and operational requirements of the replacement Well House.

Following this effort, we will prepare detailed construction documents (plans and specifications) for competitive bidding of the electrical and control equipment. We will also prepare a project construction cost estimate for use in analyzing bid results.

We will support J-U-B Engineers during the bid process by answering questions from potential bidders and attending the pre-bid conference. We will also provide assistance during the actual construction phase of the project by providing telemetry system and SCADA programming, SCADA system start-up, reviewing the Contractor's submittals and shop drawings, conducting site visits to verify conformance with the contract documents, reviewing the Contractor's O&M manuals and providing record drawings.

A detailed list of design tasks and associated deliverables are identified below:

PRE-DESIGN PHASE TASKS

1. Site electrical evaluation for three sites
2. Conduct site visit to evaluate and field verify existing conditions and equipment.
3. Perform electric utility coordination.

DESIGN PHASE TASKS

1. Prepare preliminary bid documents (plans and specifications) for review purposes.
2. Submit mid-design (75%) set of plans and specifications to the Design Team and Owner for review.
3. Prepare a preliminary project construction cost estimate.
4. Finalize plans and specifications.
5. Finalize project construction cost estimate.

ASSISTANCE DURING BID PHASE TASKS

1. Answer questions from bidding Contractors.
2. Attend the pre-bid conference.
3. Prepare any necessary addenda to the bid documents to address issues that arise during the bid process.
4. Assist in evaluation of Contractor's bids.

ASSISTANCE DURING CONSTRUCTION PHASE TASKS

1. Review Contractor's shop drawings and submittal data.
2. Provide LCP and SCADA programming.
3. Conduct site visits and prepare punchlist(s) of the electrical construction deficiencies to assure compliance with the bid documents.
4. Review Contractor's Operation and Maintenance Manuals.
5. Prepare record drawings.

ASSUMPTIONS

1. The required electrical plan drawings will be produced based on background drawings provided by J-U-B Engineers which show the intended location of the improvements.
2. A detailed electrical construction cost estimate for this project is required as part of this proposed scope of work.
3. Design submittals (drawings and specifications) will be limited to 75%, 90% and 100% submittals.
4. Bid and construction phase services will be required as part of this proposed scope of work.

STANDARDS
AEI Engineering Inc. shall perform this work in accordance with the applicable sections of the following standards organizations during the design of this project:

NFPA No. 70 - National Electrical Code (NEC)
Instrumentation Society of America (ISA)
National Electrical Manufacturers Assoc. (NEMA)
Underwriters Laboratories (UL)
Institute of Electrical and Electronics Engineers (IEEE)
American Water Works Association (AWWA)

BID DOCUMENT FORMAT

All drawings will be prepared in AutoCAD Release 2023. All specifications will be prepared in CSI format using Word for Windows.

SCHEDULE

AEI Engineering is prepared to begin work on this project upon notice to proceed and will work to support the project schedule.

PRICE AND TERMS OF COMPENSATION

AEI Engineering proposes to work on this project on a time-and-material, not-to-exceed basis at the rates depicted in the attached fee estimate worksheets for the skill categories indicated. We will not exceed the estimated total amount without prior authorization from J-U-B Engineers. Invoices will be sent monthly, indicating hours expended in each skill category with the appropriate rate and the total amount of the invoice. Invoices will be due and payable when received. A 1.75% fee will be added to the invoice after 60 days.

We appreciate this opportunity to provide our services to you and the City. After you have had a chance to review this proposal information, we would be happy to meet with you to discuss any questions, comments or concerns you may have. We look forward to working with you on this interesting project.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Raymond J. Watkins

Raymond J. Watkins, P.E.

AEI Engineering Incorporated

1038 W. Davidson Avenue | Coeur d'Alene, ID 83814
208.666.4001 | Fax 208.666.4021 | www.aei engineering.com

ENGINEERING FEE ESTIMATE

Client J-U-B Engineers, Inc.
Address 7825 Meadowlark Way, Suite A
City Coeur d'Alene State ID ZIP 83815
Phone (208) 762-8787

Date 6/6/2023
Proposal No. P23145
File Name
Client Job No.

Project City of Post Falls Well 4 Improvements

Description of Tasks	PM $210.00	SE $146.00	ENG III $137.00	ENG II $126.00	DRAFT $90.00	ADMIN $75.00	Total
Well No. 4 Replacement Design (Electrical and Mechanical)	9	10	90	12	65		$23,042.00
Expenses							$55.00
Well No. 4 Replacement Construction Management	9	88	76	30	10	6	$30,280.00
Expenses							$1,278.00
Well No. 4 Replacement Total	18	98	166	42	75	6	**$54,655.00**

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ENGINEERING FEE ESTIMATE

Client J-U-B Engineers, Inc.
Address 7825 Meadowlark Way, Suite A
City Coeur d'Alene State ID ZIP 83815
Phone (208) 762-8787

Date 6/6/2023
Proposal No. P23145
File Name
Client Job No.

Project City of Post Falls Well 4 Improvements

	Description of Tasks	PM $210.00	SE $146.00	ENG III $137.00	ENG II $126.00	DRAFT $90.00	ADMIN $75.00	Total
Task 1	**Project Management**							
1.1	Project correspondence and status reports							NC
Task 2	**Preliminary Design Tasks**							
2.1	Coordination with Utility Company			4				$548.00
2.2	Initial Site Visit	2						$420.00
Task 3	**Final Design Tasks**							
3.1	Prepare electrical drawings							
3.1.1	Sheet E1 - Electrical Legend and Notes					1		$90.00
3.1.2	Sheet E2 - P&ID			4		4		$908.00
3.1.3	Sheet E3 - Electrical Site Plan			4		6		$1,088.00
3.1.4	Sheet E4 - Electrical One-Line Diagram & Schedules		1	6		6		$1,508.00
3.1.5	Sheet E5 - Electrical Power and Control Plan			20		16		$4,180.00
3.1.6	Sheet E6 - Electrical Lighting & Receptacle Plan			6		6		$1,362.00
3.1.7	Sheet E7 - Motor Control Wiring Diagram & Details		1	4	4	6		$1,738.00
3.1.8	Sheet E8&E9 - Telemetry System & Wiring Diagrams	1	1	8		6		$1,992.00
3.1.9	Sheet E10 - Well 4 Electrical Demolition Plan			4		6		$1,088.00
3.1.10	Sheet H1, H2, & H3 - HVAC System Drawings	2		12		8		$2,784.00
3.2	Prepare Specifications							
3.2.1	Electrical Division 16	1	1	12				$2,000.00
3.2.2	Electrical Division 15	1		6				$1,032.00
3.3	Construction Cost Estimate				8			$1,008.00
3.4	Quality Control / Assurance	2	6					$1,296.00
	Total Hours	9	10	90	12	65		

SubTotal	$23,042.00
Expenses	$55.00
TOTAL	$23,097.00

Reimbursable Expense Details:

Mileage	$55.00
Reproducibles	
Package Delivery	
Misc.	

fee estimate P23145

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208.666.4001 | Fax 208.666.4021 | www.aei-engineering.com

ENGINEERING FEE ESTIMATE

Client	J-U-B Engineers, Inc.	Date	6/6/2023
Address	7825 Meadowlark Way, Suite A	Proposal No.	P23145
City	Coeur d'Alene State ID ZIP 83815	File Name	
Phone	(208) 762-8787	Client Job No.	

Project City of Post Falls Well 4 Improvements

	Description of Tasks	PM $210.00	SE $146.00	ENG III $137.00	ENG II $126.00	DRAFT $90.00	ADMIN $75.00	Total
Task 4	**Construction Management**							
4.1	Answer questions from Bidders	1		3				$621.00
4.2	Prepare Addenda as required			4		4		$908.00
4.3	Project correspondence and status reports	1		1			4	$647.00
4.3.1	Contractor Questions and RFI's	2		12				$2,064.00
4.4	Submittal Review							
4.4.1	Electrical Division 16	2		12	16		1	$4,155.00
4.4.2	Mechanical Division 15	1		2	6		1	$1,315.00
4.5	Site Inspection / Visits							
4.5.1	5 trips, 4 during Construction, and 1 final	2		10				$1,790.00
4.5.2	Factory AcceptanceTesting		8	8				$2,264.00
4.5.3	Programming and Startup Assitance		80	20				$14,420.00
4.6	O & M review							
4.6.1	Electrical System				6			$756.00
4.6.2	Mechanical System				2			$252.00
4.7	Record Drawings			4		6		$1,088.00
	Total Hours	9	88	76	30	10	6	
							SubTotal	$30,280.00
							Expenses	$1,278.00
							TOTAL	$31,558.00

Reimbursable Expense Details:

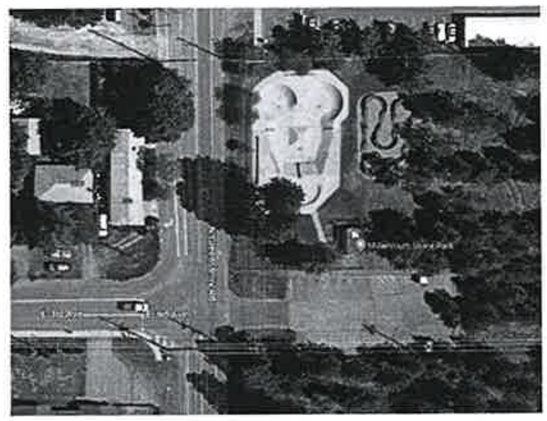
Mileage	$110.00

fee estimate P23145

B2

ARCHITECTURE
INC.

ARCHITECTURAL SERVICE PROPOSAL



Date: May 18, 2023

For: J-U-B Engineers, Inc.
Attn: Michelle Johnson
7825 Meadowlark Way
Coeur d'Alene, ID 93815

Project: City of Post Falls (COPF) - Water Department
Wellhouse #3 Replacement

B2 Architecture, Inc. would like to thank you for the opportunity to submit this proposal for Architectural services for the above referenced project. Following is a detailed breakdown of the services that have been accounted for under this initial estimate for one new well house adjacent to the existing City of Post Falls Well #3 location. Information obtained from email conversations with Michelle Johnson was utilized to determine an approximate scope of work accounted for in the below estimates.

1. The Architectural design estimate assumes the following for one new wellhouse building with a covered generator very similar to newly constructed COPF Wellhouse #3.

   a. Similar in configuration, size, details, materials and colors of existing newly constructed COPF Wellhouse #3 (See Figure 1 below).
   b. Size: Approximate building footprint: 16' x 32' plus extending the roof out over an adjacent outdoor generator area approximately 16' x 14' +/-.
   c. One story with concrete slab on grade floor level.
   d. One or two interior rooms.
   e. The well house buildings would utilize structural concrete masonry block or similar support system with wood trusses filled with blown-in attic insulation. The exterior blocks to be foam-in-place cmu wall insulation. The block and miscellaneous architectural materials colors and textures would be used to accent walls and provide aesthetically pleasing appearance. The design intent will be to architecturally match newly constructed Wellhouse #3 and/or city design guidelines.
   f. Prefinished Architectural standing seam metal roof with concealed fasteners would be used and if desired, matching gutters and downspouts tightlined to adjacent drainage swale or catch basin.
   g. Gable roof configuration.
   h. Removable skylight or roof hatch over well for maintenance and removal of well pump.
   i. Painted insulated metal doors with stainless steel door hardware.
   j. Clearstory windows if desired by the city to provide natural light and provide aesthetically pleasing appearance.
   k. No interior furring or insulation, exposed block with paint on interior side and clear sealer on exterior.

17205 N. Brookside Lane • Colbert, WA 99005 • (509) 473-9310 • www.b2-architecture.com

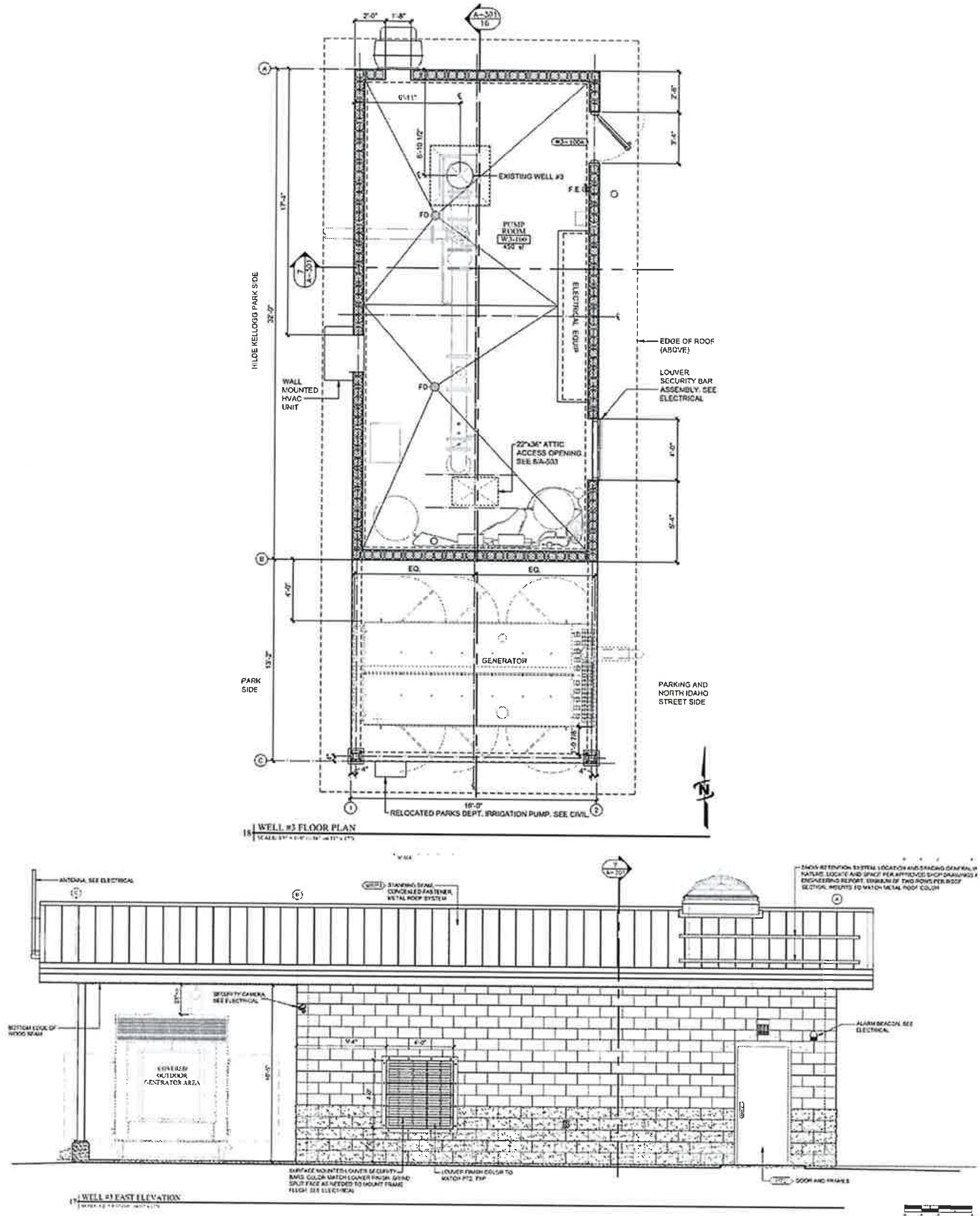


Figure 1: City of Post Falls - Wellhouse #3 Design Examples

Architectural Design Services:
Wellhouse Architectural Design Service Total *(See Billing Method below)*: ***$7,400***

- Design kick-off meeting with design team via zoom.
- Misc. design team coordination, emails and conference calls.
- Initial building code analysis of proposed structure.
- Initial energy code analysis. Assumes State of Idaho, Part 24 - IDAPA 24.39.30.004.04.a amendment to the 2018 IECC exemption allowing industrial and electronic equipment buildings variance to energy code requirements to allow us not to fully insulate the exterior walls and start foundation insulation at bottom of, not top of finish slab.
- Preliminary conceptual Floor Plan, Building Sections and Exterior Elevations.
- Preliminary project specifications (Architectural Sections Division 06-10 & 12-13 as needed).
- Review and final approved selection of Architectural exterior materials with City.
- Coordinate with JUB and other design team member drawings and specifications.
- 65% Drawings and Specification Review and Comments.
- 65% Design team and City review meeting via zoom.
- Final Floor Plan, Building Sections and Exterior Elevations.
- Material and Finish Schedule, Signage Schedule, Wall Types, Door and Frame Schedule, Door Types, Details, Window Types (if needed), Roof Details, Roof Access Details via roof hatch or removable skylight, and miscellaneous details.
- Final project specifications.
- Complete Regulatory Analysis (Building Code Analysis and IECC requirements).
- 95% Drawings and Specification Review and Comments.
- 95% Design team and City review meeting via zoom.
- Integrate miscellaneous revisions based on design team, owner and agency review comments.
- Prepare and provide signed and dated Bid Drawings and Specifications.

Services NOT included under this agreement include: (Additional services are available upon request and will be negotiated separately).

1. Design deviations that do not closely match COPF Wellhouse #3 this project is anticipated to be modeled after.
2. Preliminary Engineering (Architectural) Report.
3. Structural analysis or final design recommendations for any building or structural building components.
4. Mechanical and Electrical compliance certification of the IECC.
5. Architectural presentations or public hearings required by the authorities having jurisdiction.
6. Detailed Construction Cost Estimate (Review JUB prepared cost estimate is included).
7. 3-Dimensional design documents or color renderings (physical color samples to be provided at time of design review and approval).
8. Owner provided FF&E (Furniture, Fixture and Equipment) specifications or procurement.
9. High performance coatings specification section (by J-U-B). B2A to provide Architectural Paints and Coating specification Section 09910 for interior walls, metal doors and frames, miscellaneous metal fabrication.
10. Fire suppression and/or alarm design and specifications.
11. Architectural Bid or Construction Services.

Billing Method

Invoices are issued on a monthly basis. The fee for the scope of work shall be invoiced at a Maximum, Not to Exceed (NTE) amount, plus reimbursable expenses not noted in the above scope of work. Should the design be completed prior to reaching the maximum amount accounted for in the above fee, the remaining amount will not be invoiced. If we foresee exceeding the fee amount, B2 Architecture, Inc. will notify the client and receive approval before proceeding further. Any approved overages or reimbursable expenses to above scope of work shall be charged at our standard rates listed below.

Payments are due and payable as invoiced and in proportion to work completed and expenses accumulated. Payments are due and payable as of the date of the Architect's invoice. Amounts unpaid (60) days after the invoice date shall bear interest at the rate of 1.0% monthly.

Mileage beyond travel included in proposal will be covered under hourly rate for the travel time to and from destination(s).

Direct project reimbursable expenses are separate from basic service fee. These will be invoiced at 10% (1.10) times direct cost per the below rate schedule.

- Reproduction sheets larger than 11x17, plots, standard form documents, postage, handling and delivery of Instruments of Services.
- Agency plan check or permit fees and similar related project related expenses.

2023 Rate Schedule

Jamie Lemon	Project Architect/Principal	$120.00 / hour

Insurance Provisions

B2 Architecture, Inc. has never been involved in litigation or disputes about an engagement, and receives excellent evaluations from clients. B2 Architecture, Inc. maintains a $1,000,000 professional liability insurance policy from Insureon (Hiscox). A certificate can be provided on request.

Principal,

Jamie Lemon

James E. Lemon

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit B-1 Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes
☐ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes ☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes ☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☒ Yes ☐ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes ☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes ☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☒ Yes ☐ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☒ Yes
☐ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☒ Yes
☐ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☒ Yes
☐ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☒ Yes
☐ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☐ Yes
☒ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☒ Yes
☐ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☒ Yes
☐ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☒ Yes
☐ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

   a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.

   c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*

7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

9. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Startups.*

    a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

    b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.

    c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.

    d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

    Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*

    a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

    b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

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c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d) Maintain records for use in preparing documentation of the Work.

e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

    a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.

    c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.

    d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

    a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

    b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

    Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 10/17/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Snow Removal Ordinance and Enforcement Policy

ITEM AND RECOMMENDED ACTION:
City Council provides direction regarding the Snow Removal Ordinance and the related enforcement policy.

DISCUSSION:
The City of Post Falls does not currently have an ordinance which requires snow to be removed from sidewalks. Under ADA requirements, the city is obligated to ensure snow is removed in a reasonable amount of time. A review of other Idaho cities was conducted, and it was found that essentially all cities in Idaho which were reviewed do require snow to be removed by the owner/occupant.

A workshop to discuss a potential ordinance was held on September 19, 2023. In this workshop, staff presented a draft ordinance to Council for discussion. A portion of the discussion focused around how the ordinance would be enforced in a variety of special circumstances. Ultimately, staff were requested to incorporate the feedback from the workshop and to return with more information. The ordinance currently proposed is similar to the ordinance presented in the workshop, with an edit to change the timeframes in which snow removal is required to be longer, as is the allowed time to cure an issue upon notification.

An enforcement policy has been developed to address the concerns surrounding challenging situations or first-time offenses. The intention of the enforcement program will be on education and encouraging a community approach to ensuring safe pedestrian access during the winter.

Overall, staff recommend the addition of an ordinance to keep tax-funded snow removal costs reasonable. As the city is obligated to ensure sidewalks are cleared, an alternative to assigning this obligation to owners and occupants would be for the city to fund the clearing of sidewalks. This would be a significant cost. Given that most owners/occupants already clear the sidewalk for their property, this ordinance keeps the role of the municipal government limited.

If acceptable, the ordinance will be placed on a future agenda for adoption.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
Workshop, September 29, 2023.

APPROVED OR DIRECTION GIVEN:
Return with revisions incorporating feedback.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
No significant fiscal impact is anticipated. Code Enforcement may see an increase in calls for service

during snow operations. Education related costs can be incorporated into existing budgets.

BUDGET CODE:
N/A

ATTACHMENTS:
1. 2023.10.06.12 Snow Removal Ordinance
2. 2023.09.23 Snow Ordinance Enforcement

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR [PROVISION]; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the Mayor and City Council find that [INSERT]; and

WHEREAS, *after public hearing on the hereinafter provided, and after recommendation of the [DEPT.]*, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Chapter 10.48 is hereby repealed and a new Chapter 10.48 is adopted as follows:

CHAPTER 10.48
SNOW AND DEBRIS ON STREETS AND SIDEWALKS

10.48.010: REMOVAL OF SNOW AND ICE FROM SIDEWALKS:
Every owner or lessee of real property abutting a sidewalk must remove any snow, slush, or ice that accumulates on the sidewalk or pedestrian path, including curb ramps, abutting their property within forty-eight (48) hours following any storm causing the accumulation of snow, slush, or ice or within twenty-four (24) hours after receiving an official warning from the City requiring that the snow, slush, or ice be removed.

10.48.020: PLACING SNOW ON PUBLIC PROPERTY:

No owner or lessee of real property, or operator of snow removal equipment on private property, may remove snow, slush, or ice from private property and place it in any manner on public property or streets or around fire hydrants.

10.48.030: PLACING DIRT OR DEBRIS ON PUBLIC PROPERTY:

No person may place sand, salt, gravel, deicer, or similar materials on public streets without obtaining the written permission of the City's Public Works Director.

10.48.040: ENFORCEMENT AND VIOLATIONS:

An initial violation of this chapter is an infraction punishable by a fine of one hundred dollars ($100.00). A second violation within a two (2) year period is an infraction punishable by a fine of three hundred dollars ($300.00). All additional violations within a two (2) year period are misdemeanors punishable as provided in Section 1.24.010.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances.

It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on October ___ 2023.

APPROVED, ADOPTED and SIGNED this day of October, 2023.

____
Ronald G. Jacobson, Mayor

ATTEST:

____
Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR [PROVISION]; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which [DESCRIPTION]; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of October, 2023.

______________/s/________________________

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

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

Dated this ____ day of October, 2023.

____

Warren J. Wilson, City Attorney

Sidewalk Snow Ordinance Enforcement Plan

Version 2023.0

Approved by Post Falls City Administrator

Date: ______________

1. Purpose

This plan guides the enforcement of the City of Post Falls ordinances regarding removal of snow from sidewalks. This plan informs actions city staff should take in most circumstances and does not replace or modify any provisions of city code, particularly the sidewalk snow ordinance.

2. Overall Philosophy

Generally, the sidewalk snow ordinance is intended to ensure safe and lawful provision of sidewalk access to the general public at the lowest cost to the taxpayers. It is the underlying expectation that most people intend to do the right thing and that non-compliance is due to a lack of knowledge of the rules and intentions behind the code. The primary goal of enforcement is to educate the public of their obligations without penalty. Only in rare cases is a citation or penalty expected to be issued.

3. Identification of Issues

Enforcement of rules regarding snow removal from sidewalks will be largely complaint driven. City staff will respond to complaints from citizens. Staff will not be assigned to patrol for violations of this ordinance. In the event staff become aware of a particularly problematic situation through their own observations, this may also result in a response.

4. Initial Response

The initial response to an issue will generally be for code enforcement to deliver a door hanger to the location in question. The door hanger will notify the occupant/owner of their responsibility to clear the sidewalk. If contact is made while delivering the door hanger, the focus of the discussion should be on education of the code requirements.

5. Escalated Response

In cases of repeated or intentional non-compliance, the citation process described in the ordinance may be utilized.

In cases of belligerence toward the city employee providing the notice or if the owner/occupant communicates an intention to continue to violate the code, the citation process may be utilized upon initial contact. This is expected to be a rare occurrence.

6. Extenuating Circumstances

In cases where there is no reasonable location to place snow (such as a sidewalk immediately between a structure and the road, with no nearby location to pile snow) discretion will be used in enforcing the sidewalk snow ordinance. City staff will work with property owners/occupants to establish a site-specific plan which prioritizes safety of both vehicles and sidewalk users. Potential solutions include shoveling a portion of the sidewalk sufficient for its safe use, plowing snow into a bike lane, and/or plowing snow to the center of the road for later removal.

These arrangements are not intended to negate the code but rather to delay its enforcement until a suitable solution is identified. Upon identifying a solution, compliance with that arrangement is expected.

7. Community Education

Prior to winter, city staff will make the ordinance known to citizens via social media, snow operations flyers, and/or other means. The goal of this communication will be to inform the citizens of their obligations in advance of snowfall. It remains the responsibility of the owners/occupants to know and follow the code; complaints of a deficient education program are not a suitable excuse for failure to follow the law.