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**CITY COUNCIL  
MEETING AGENDA**

**April 18,  
2023 6:00PM**

**Location: City Council Chambers 408 N. Spokane Street Post Falls ID 83814**

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**WORKSHOP – 5:00 pm Basement Conference**

**Room Topic:** Tiny Home Design Standards

**REGULR 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:**

- a. Kootenai County Public Transportation (CityLink)

**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 – April 4, 2023, City Council Meeting
- b. Payables – March 28, 2023 – April 10, 2023
- c. Various Fixed Asset Disposals
- d. Disposal of Computer Equipment
- e. Ashlar Ranch Master Development Agreement File No. SUBD-0004-2022

**2. PUBLIC HEARINGS**

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

**ACTION ITEMS:**

**3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS**

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

**ACTION ITEMS:**

- a. Purchase of 6.6 Acres of Land at Montrose by the Parks Division
- b. Purchase of 489 S. Corbin Road by the Parks Division

**4. NEW BUSINESS**

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

**ACTION ITEMS:**

- a. Transportation Master Plan Update
- b. Contract with Jett Concrete Inc. to Replace the Fleet Shop Concrete Floor
- c. Contract for Drilling an Irrigation Well for the Tullamore Sports Complex
- d. Purchase of Replacement Asphalt Paver

**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 ITEM To enter into executive session only:**

## RETURN TO REGULAR SESSION

## ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

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

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

Vision

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

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

## Calendar of Meetings & Events

Apr 18	5:00 pm	<u>City Council Workshop</u> – Tiny Home Design Standards
Apr 18	6:00 pm	<u>City Council</u>
Apr 20	8:00 am	Urban Renewal Agency
Apr 22		<b>Earth Day</b>
Apr 25	6:00 pm	Parks and Recreation Commission - Workshop
Apr 29		<b>Spring Residential Clean-Up/Recycle Day</b>
Apr 29	8:00 am	<b>Arbor Day Scavenger Hunt</b>
May 2	6:00 pm	<u>City Council</u>
May 9	5:30 pm	Planning and Zoning Commission
May 16	5:00 pm	<u>City Council Workshop</u> – Water Reclamation Facility Plan
May 16	6:00 pm	<u>City Council</u>
May 18	8:00 am	Urban Renewal Agency
May 23	6:00 pm	Parks and Recreation Commission
May 29		<b>City business offices are closed in Observance of Memorial Day</b>
Jun 6	5:00 pm	<u>City Council Workshop</u> – FY24 Budget
Jun 6	6:00 pm	<u>City Council</u>
Jun 10		<b>Last Day of School</b>
Jun 13	5:30 pm	Planning and Zoning Commission
Jun 15	8:00 am	Urban Renewal Agency
Jun 15	5:00 pm	<u>City Council</u>
Jun 19		<b>City Business offices are closed in Observance of Juneteenth</b>
Jun 20	6:00 pm	<u>City Council</u> – Canceled moved to June 15th
Jun 27	6:00 pm	Parks and Recreation Commission - Workshop
Jul 4		<b>City Business offices are close in Observance of the 4<sup>th</sup> of July</b>
Jul 5	5:00 pm	<u>City Council Workshop</u> – FY24 Budget
Jul 5	6:00 pm	<u>City Council</u>

# Post Falls City Council Meeting

## April 18, 2023

### Council Agenda Memorandum

**TO:** Mayor Ron Jacobson

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

**FROM:** Shelly Enderud, City Administrator

**CC:** Department Heads

### 5:00 pm Workshop – Tiny Home Design Standards

#### Ceremonies, Announcements, Appointments, Presentation

- a. Kootenai County Public Transportation (CityLink) Presentation

#### 1. Consent Calendar

- c. Various Fixed Asset Disposals – Purchasing Agent Victoria Howell requests Council approval to purge fixed assets out of the fixed asset tracking system that no longer exist at the City. Likely, these items had previously been approved for surplus by Council and disposed of, but they were not purged from the asset tracking system. If approved, they will be purged from the system.
- d. Disposal of Computer Equipment – IT requests approval to surplus various computer equipment. The equipment has exceeded its useful life with the City. Upon approval, the equipment will be dismantled for useful spare parts, wiped clean of city information, and disposed of.
- e. Ashlar Ranch Master Development Agreement File No. SUBD-0004-2022 – The Planning Division requests approval of the MDA for the abovenamed project. The applicant has requested to subdivide 10 acres into 27 Single-Family Residential lots. The Planning and Zoning Commission approved the request at their June 14, 2022, meeting. If approved, the Mayor will sign the agreement.

## 2. Public Hearings

None

## 3. Unfinished Business

- a. Purchase of 6.6 Acres of Land at Montrose by the Parks Division – Parks and Recreation Director Dave Fair requests approval of the Purchase and Sale Agreement for 6.6 acres of land within the Montrose subdivision. The parcel is connected to park land that is to be dedicated to the City per the development agreement. It fronts Empire Center Boulevard and is north of Seltice Way. The project has been reviewed and approved by the Parks and Recreation Commission. Total fiscal impact is \$1,581,228 to be paid from Impact fees and ARPA funds.
- b. Purchase of 489 S. Corbin Road by the Parks Division – Parks and Recreation Director Dave Fair requests approval of the closing papers to purchase 489 S. Corbin Road. The 2.6 acre parcel is connected to Corbin Park on the north side of the park, it fronts the west side of Corbin Road, and is a logical extension of the park. The purchase includes a single level 1,570 square foot house that was built in 1924 with a detached garage and a barn. The purchase offer allows the sellers to stay in the house for up to six months in order to relocate. Total fiscal impact is \$625,000 plus the buyer's share of closing costs to be paid from impact fees.

## 4. New Business

- a. Transportation Master Plan Update – Assistant City Engineer Rob Palus requests approval of an agreement for professional services from JUB Engineers to update the City's Transportation Master Plan. The Transportation Master Plan is used as part of the Comprehensive Plan to provide and maintain a safe and efficient roadway network. The current plan was based on traffic data collected in 2014 and projected short-term projects through 2025 and long-term projects through 2035. An updated Mater Plan will identify traffic needs for 2030, 2035, and 2050. The plan will tie into and build off of regional planning data from the Kootenai Metropolitan Planning Organization's 2022 Origin and Destination Study and 2023 Master Plan Update. Total cost of the project would be 718,600 which includes a 48,900 management reserve fund to be paid from Street Impact Fees. The plan is estimated to take 18 months and be completed in early 2025. If approved, the Mayor will sign the agreement.
- b. Contract with Jett Concrete Inc. to Replace the Fleet Shop Concrete Floor – Maintenance Manager Ross Junkin requests approval of a contract with Jett Concrete Inc. for services to remove and replace the existing concrete floor at the high bay fleet shop. Council previously approved the purchase of a new vehicle lift for the fleet shop. Only by replacing the concrete floor can the lift be installed. In February 2023 quotes were solicited for this project. Two were submitted with Jett Concrete's lower quote of \$73,310. Total fiscal impact is \$87,241 which includes a 10% contingency. If approved, the Mayor shall sign the contract.
- c. Contract for Drilling an Irrigation Well for the Tullamore Sports Complex – Parks Planner Robbie Quinn requests approval of the Notice to Award and construction contract with Big

Sky ID Corp for drilling an irrigation well for the Tullamore Sports Complex. The irrigation well will be installed to reduce fees for irrigating the ball fields. Up front savings will be approximately \$280,000, plus an estimated savings of \$12,000 per year in water fees. During the informal bid process four local well-drilling companies declined to bid on the project. T-O Engineers, as our consultant on the project, negotiated with Big Sky ID Corp to general this project. Total fiscal impact is \$199,729 to be paid from Park Impact Fees. If approved, the Mayor will sign the provided documents.

- d. Purchase of Replacement Asphalt Paver - Maintenance Manager Ross Junkin requests approval to purchase a new Leeboy 8520B asphalt paver from Pape Machinery Inc. The purchase will be made using Sourcewell cooperative purchasing pricing. The new paver will replace the City's existing 2012 Cat paver which is no longer supported for repairs through CAT. Total fiscal impact is \$219,430.60 to be paid through FY23 Budget approved replacement funds for Streets.

## 6. Administrative / Staff Reports

None

## 8. Executive Session

No executive session is needed at the time of the writing of this memorandum; however, Council may reserve the right to conduct a session should it see the necessity.



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**CITY COUNCIL  
MEETING MINUTES**

**April 4, 2023  
6:00 PM**

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

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**REGULAR MEETING – 6:00 pm City Council Chambers**

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:**

- a. The annual Easter Egg Hunt Extravaganza is this Saturday, April 8<sup>th</sup> at Q'emiln Park. This free event for children will be split into 5 age divisions from toddlers to 11 years old. The first age division begins at 1pm. Children must bring their own basket or bag to collect eggs in.
- b. The June 20<sup>th</sup> City Council meeting is being moved to June 15<sup>th</sup>. The July 4<sup>th</sup> City Council meeting is being moved to July 5<sup>th</sup> due to the holiday.
- c. Proclamation – Fair Housing Month

**AMENDMENTS TO THE AGENDA**

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**None**

**DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

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

**None**

**1. CONSENT CALENDAR**

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

**ACTION ITEMS:**

- a. Minutes – March 21, 2023, City Council Meeting
- b. Payables – March 14, 2023 – March 27, 2023



- c. Request by the Parks Department to Dispose of Damaged or Broken Asset Items
- d. Acceptance of Property – Sewer Easement Beck/Pointe Parkway
- e. Acceptance of Property – Sidewalk, Utility and Drainage Easement – Lots 1-4 of Block 6, Riverbend Commerce Park Phase I
- f. D-Bat Facility Reasoned Decision File No. ZC-22-6
- g. Jacklin HWY41 Project Addendum I to the Construction Improvement Agreement
- h. Vacation of Easement – Beck and Pointe Parkway

**Motion by Borders to accept the Consent Calendar as presented.**

**Second by Malloy.**

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

**None**

## **3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS**

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### **ACTION ITEMS:**

- a. Resolution – Fee Schedule Update

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

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

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

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

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

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

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

The revised fee schedule shall be effective beginning May 4<sup>th</sup>, 2023, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council

**Motion by Thoreson to approve Resolution – Fee Schedule and to direct the clerk to assign the appropriate number.**

**Second by Malloy.**

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

**Motion Carried**

b. Ordinance – Adopt Technical Memorandum for Interim Update to Development Impact Fees

**Motion by Thoreson to place the Ordinance – Adopt Technical Memorandum for Interim Update to Development Impact Fees on its first and only reading by title only while under suspension of the rules.**

**Second by Malloy.**

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

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING THE DEVELOPMENT IMPACT FEE CHAPTER OF THE POST FALLS MUNICIPAL CODE; AMENDING SECTION 19.04.130 TO ADOPT A NEW TECHNICAL MEMORANDUM THAT INCLUDES AN INTERIM UPDATE TO DEVELOPMENT IMPACT FEES; 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 – Adopt Technical Memorandum for Interim Update to Development Impact Fees and to direct the clerk to assign the appropriate number and that it be published by summary only.**

**Second by Walker.**

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

**Motion Carried**

c. Ordinance – FY23 Budget Amendment #2

**Motion by Thoreson to place the Ordinance – FY23 Budget Amendment #2 on its first and only reading by title only while under suspension of the rules.**

**Second by Malloy.**

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

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1476 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, TO RELLECT THE RECEIPT OF UNSCHEDULED REVENUE AND THE AUTHORIZE

EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

**Motion by Thoreson to approve the Ordinance – FY23 Budget Amendment #@ and to direct the clerk to assign the appropriate number and that it be published by summary only.**

**Second by Malloy.**

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

**Motion Carried**

#### **4. NEW BUSINESS**

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#### **ACTION ITEMS:**

a. Fisher Lift Station Replacement Engineering Report and Site Survey

Craig Borenpohl, Utility Manager presenting: The 2019 Collection System Master Plan identified the need to construct a new regional Fisher Lift Station to receive future flows from the Prairie Falls II, Grayling, and future lift station basins north. The project was listed within the list of improvements to be completed within five years. The proposed contract will complete the initial steps of the larger replacement project. A preliminary engineering report will be developed to inform the design requirements of the regional lift station and meet regulatory requirements. The site survey portion of the contract will allow for selection and recording of a suitable replacement location for the site. It is anticipated the purchase of land from a nearby property owner will be required for the replacement lift station and completion of the survey services will allow for negotiation with landowners on finalizing the purchase. This contract does not include consulting services for the lift station design or construction oversight. Contracts for these future activities will be brought before City Council prior to commencement of that work. The cost for this is \$37,145.

**Motion by Malloy to approve the Fisher Lift Station Replacement Engineering Report and Site Survey.**

**Second by Borders.**

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

**Motion Carried**

b. Consultant Services for Black Bay Park Maintenance Yard Parking Lot

Robbie Quinn, Parks Planner presenting: The Parks Division is seeking design services for the north Black Bay parking lot, which will include improvements to the Park Maintenance facility yard. North Black Bay parking lot enhancements were recommended with the adopted 2019 Black Bay Vision Plan. These improvements are intended to create an enhanced park entrance, increase parking and finalize street frontage improvements along the property. Additionally, with this scope, the design will address necessary upgrades to the park's maintenance facility outlined in the 2021 Post Falls Facility Needs Assessment. This design contract will assist laying out future covered

storage locations and ensuring elevations for stormwater management throughout the maintenance yard and Black Bay parking lot. This contract is for design services only, and construction funding for the parking improvements will be submitted to the Council for approval at a future date. The cost for this is \$43,767.

**Motion by Malloy to approve the Consultant Services for Black Bay Park Maintenance Yard Parking Lot.**

**Second by Ziegler.**

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

**Motion Carried**

c. Tertiary Treatment Upgrade – Contract Adjustment to Wigen Membrane Filtration Andrew Arbini, Project Division Manager presenting: Circumstances beyond the control of the project team have led to significant increases in the raw materials and labor necessary to manufacture materials and equipment as part of the Tertiary Treatment Improvements project. The City contracted with Wigen Water Technologies for the design and pre-procurement of the membrane filtration system during the design of the Tertiary Treatment Improvements project. The Contract with Wigen was assigned to Sletten Construction Companies following the contract award in 2020. The contract with Wigen included a Cost Performance Index (CPI) intended to serve as the basis for calculating any cost escalation and defining responsibility between the parties. The assignability of the agreement and which party is responsible for escalation, was largely based on completing intermediate milestones outlined in the contract. Contractually, from the City's perspective, the amount of price escalation requested from Wigen is in-line with the CPI calculation. While the contractual language would point to the majority of this escalation as having occurred during the assignment to Sletten, it is less clear when factoring the timing in relation to the intermediate milestones and notices for the cost escalation to Sletten Construction in the amount of \$190,568.10. This cost adjustment to the contract is within the allocated contingency for the project. The city has a long history of seeking partnerships and good business relationship with contractors. This change order provides an opportunity to resolve the cost escalation with Wigen Water Technology and Sletten, providing certainty to the contractor, the supplies, and the city. The cost of this change order is \$190,568.10. This increase is within the allocated contingency for the project.

**Motion by Malloy to approve the Tertiary Treatment Upgrade – Contract Adjustment to Wigen Membrane Filtration.**

**Second by Borders.**

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

**Motion Carried**

## **5. CITIZEN ISSUES**

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

Keri Horman spoke about the need for more supervision at the skate park.

## 6. ADMINISTRATIVE / STAFF REPORTS

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**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.*

Mayor spoke about wishing Associate Planner Laura Jones well with her new job.

Mayor spoke of the Utility Department and how friendly and helpful they are at the front desk.

## 8. EXECUTIVE SESSION

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

### **ACTION ITEM (To enter into executive session only):**

- a. Idaho Code 74-206(1)(c) To acquire and interest in real property which is not owned by a public agency.

**Motion by Thoreson to enter into Executive Session pursuant to Idaho Code (1)(c) to acquire and interest in real property, which is not owned by a public agency, further that no action will be taken during the session and that the session will last approximately 10 minutes.**

**Second by Malloy.**

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

**Motion Carried**

Entered into Executive Session at 6:35 pm.

Exited Executive Session at 6:45 pm.

## **RETURN TO REGULAR SESSION**

## **ADJOURNMENT 6:45 PM**

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**Ronald G. Jacobson, Mayor**

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**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

#### Mission

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

#### Vision

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

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

# Post Falls Check Approval



City of Post Falls

Packet: APPKT10546 - Check Run 4.19.2023  
 Vendor Set: 01 - Vendor Set 01

Check Date: 4/11/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 001 - GENERAL FUND</b>					
Dept: 412 Information Systems					
<u>D070</u>	Dell Marketing LP				
APMWB	Check	<u>10652837552</u>	Workstation refresh	001-412.0000.80010	9,939.80
<b>Dept 412 Total:</b>					<b>9,939.80</b>
Dept: 413 General Services					
<u>VEN02035</u>	Staples, Inc				
APMWB	Check	<u>3534829094</u>	Office Supplies-Admin	001-413.0000.63060	60.16
<b>Dept 413 Total:</b>					<b>60.16</b>
Dept: 414 Finance					
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	<u>09032021R</u>	Inv#'s I00481165-0827202 & I00481165-09032001-414.0000.62000	001-414.0000.62000	-51.01
		<u>0000005692-030320</u>	Budget Amendment #2	001-414.0000.62000	92.25
		<u>0000005692-022420</u>		001-414.0000.62000	111.95
<u>V040</u>	ODP Business Solutions				
APMWB	Check	<u>305591572001</u>	Office Supplies- Finance	001-414.0000.63060	50.99
<u>VEN02035</u>	Staples, Inc				
APMWB	Check	<u>3534829096</u>	Office supplies-Finance	001-414.0000.63060	56.28
<u>VEN13324</u>	Thales Consulting Inc				
APMWB	Check	<u>CM0004615</u>	Short pay invoice 3224 since 3179 was paid	001-414.0000.63600	-3,000.00
		<u>3224</u>	Annual financial reporting services fee	001-414.0000.63600	4,000.00
<b>Dept 414 Total:</b>					<b>1,260.46</b>
Dept: 415 City Clerk					
<u>VEN14766</u>	CivicPlus, LLC				
APMWB	Check	<u>257814</u>	CivicClerk Agenda and Minutes Management	001-415.0000.62040	4,377.75
		<u>257785</u>	new codification software	001-415.0000.62040	1,977.90
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	<u>0000005451-021120</u>	Printing of Ordinance 1478	001-415.0000.62000	36.96
		<u>0000006057-030120</u>	Printing of Ordinance 1480	001-415.0000.62000	38.03
		<u>0000005446-021120</u>	Printing of Ordinance 1477	001-415.0000.62000	53.43
		<u>0000006056-030120</u>	Printing of Ordinance 1479	001-415.0000.62000	58.82
		<u>0000006058-030120</u>	Printing of Ordinance 1481	001-415.0000.62000	125.81
		<u>0000005453-021120</u>	Printing of Ordinance 1476	001-415.0000.62000	206.66
<u>VEN14767</u>	NextRequest, LLC				
APMWB	Check	<u>27531</u>	Public Records Request Software	001-415.0000.62040	5,170.50
<u>S570</u>	Sterling Codifiers, Inc.				
APMWB	Check	<u>24300</u>	Codifying Ordinances 1477-1483	001-415.0000.62030	1,135.94
<b>Dept 415 Total:</b>					<b>13,181.80</b>
Dept: 418 Human Resources					
<u>D09750</u>	DeVries Info Management				
APMWB	Check	<u>0163661</u>	Document Shredding	001-418.0000.63060	55.00
<b>Dept 418 Total:</b>					<b>55.00</b>
Dept: 421 Police					
<u>A0901</u>	AT&T Mobility				
APMWB	Check	<u>287291408138X032</u>	PD phones	001-421.0000.65030	1,732.04
<u>VEN14145</u>	Charter Communications				
APMWB	Check	<u>0337140032023</u>	PD Internet	001-421.0000.65030	159.98
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL66725</u>	PD Fuel	001-421.0000.64030	5,238.17

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>C410</u>	Country Lock & Key, Inc.				
APMWB	Check	<a href="#">11276</a>	Substation door lock	001-421.0000.67020	1,859.75
<u>VEN14574</u>	Debbz Upholstery LLC				
APMWB	Check	<a href="#">248327</a>	Seat repair - PFPD122	001-421.0000.67170	155.00
<u>VEN02615</u>	Dr. Lou Sowers				
APMWB	Check	<a href="#">2013278</a>	New employee eval	001-421.0000.62040	700.00
<u>VEN06546</u>	Findlay Chrysler Dodge Jeep Ram				
APMWB	Check	<a href="#">248554</a>	Panel - PFPD145	001-421.0000.67100	89.60
<u>VEN01683</u>	Goodyear Tire & Rubber Company				
APMWB	Check	<a href="#">197-1147727</a>	Tires - PFPD122	001-421.0000.67190	521.59
<u>VEN13191</u>	Intermax Networks				
APMWB	Check	<a href="#">255097</a>	Fiber connect to City Hall	001-421.0000.62040	475.00
<u>VEN07726</u>	Jon Dekeles				
APMWB	Check	<a href="#">040423</a>	Chaplain stipend - March	001-421.0000.62370	100.00
<u>K140</u>	Kootenai Electric				
APMWB	Check	<a href="#">1588061 033023</a>	Blossom Mtn Electric	001-421.0000.65021	479.57
<u>VEN05531</u>	MCCi, LLC				
APMWB	Check	<a href="#">PS12218</a>	Laserfische migration	001-421.0000.66041	5,400.00
<u>VEN08971</u>	Mister Green				
APMWB	Check	<a href="#">23497</a>	Weed control around PD	001-421.0000.68010	500.00
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-223085</a>	Mounting tape - PD stock	001-421.0000.67100	44.58
		<a href="#">3688-222134</a>	Hoses - PDPD75	001-421.0000.67100	8.15
		<a href="#">3688-221998</a>	Tire shine - PD stock	001-421.0000.67100	18.50
		<a href="#">3688-221393</a>	Wiping cloth - stock	001-421.0000.67100	35.97
		<a href="#">3688-221921</a>	Oil filter - PD stock	001-421.0000.67100	44.40
		<a href="#">3688-223082</a>	15mm tape - PD stock	001-421.0000.67100	59.48
		<a href="#">3688-224110</a>	Trailer mount and ball - PFPD93	001-421.0000.67100	64.58
		<a href="#">3688-221875</a>	Windshield wash and coolant for PD stock	001-421.0000.67100	99.06
		<a href="#">3688-222833</a>	Dual fan assembly - PFPD115	001-421.0000.67100	168.65
		<a href="#">3688-218236</a>	Core Deposit & Warranty	001-421.0000.67100	-295.83
		<a href="#">3688-223923</a>	Brakes and rotors - PFPD134	001-421.0000.67100	220.35
		<a href="#">3688-221989</a>	Thermostat, spark plugs - PFPD75	001-421.0000.67100	85.00
		<a href="#">3688-221672</a>	Credit for return	001-421.0000.67100	-35.97
<u>P4384</u>	Proforce Law Enforcement				
APMWB	Check	<a href="#">513759</a>	OC spray	001-421.0000.67020	49.48
<u>S022</u>	Salt Lake Wholesale Sports				
APMWB	Check	<a href="#">86014</a>	2023 Ammunition	001-421.0000.63300	477.03
		<a href="#">86087</a>		001-421.0000.63300	4,553.31
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<a href="#">341459/1</a>	Misc nuts/bolts/materials	001-421.0000.67100	44.65
		<a href="#">341469/1</a>	Staples for shop	001-421.0000.67100	8.56
		<a href="#">341255/1</a>	Kitchen faucet replacement	001-421.0000.68010	107.99
<u>S275</u>	Solar Eclipse				
APMWB	Check	<a href="#">47326</a>	Window tint - PFPD155	001-421.0000.67170	200.00
<u>VEN14584</u>	Sylint, LLC				
APMWB	Check	<a href="#">17750</a>	SentinelOne antivirus - annual fee	001-421.0000.66043	9,332.00
<u>U0010</u>	ULINE				
APMWB	Check	<a href="#">161383445</a>	Police Substation class room furniture	001-421.0000.67020	9,320.78
		<a href="#">161383446</a>		001-421.0000.67020	1,046.34
<u>VEN14328</u>	ZaccWorks				
APMWB	Check	<a href="#">2023-0324A</a>	Monthly website maintenance	001-421.0000.66043	125.00
		<a href="#">2023-0324B</a>	Monthly server maintenance	001-421.0000.66043	135.00
<u>VEN03255</u>	Ziply Fiber				
APMWB	Check	<a href="#">2087777569071422</a>	PD Internet	001-421.0000.65030	75.60
		<a href="#">2081970075 040822</a>	PD Phones	001-421.0000.65030	1,160.67
		<a href="#">20871001971010175</a>	Substation space lease	001-421.0000.65030	163.50
		<a href="#">20877335180620035</a>	PD Phones	001-421.0000.65030	292.86
<b>Dept 421 Total:</b>					<b>45,020.39</b>

Dept: 423 Oasis



Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN14365</a>	Valiant Law				
APMWB	Check	<a href="#">23-12422</a>	VSU client legal assistance	001-423.1153.68400	1,495.00
<b>Dept 423 Total:</b>					<b>1,495.00</b>
Dept: 424 Legal					
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL69195</a>	Fuel charges - March 2023	001-424.0000.64030	97.07
<b>Dept 424 Total:</b>					<b>97.07</b>
Dept: 427 Animal Control					
<a href="#">VEN14369</a>	Better Together Animal Alliance				
APMWB	Check	<a href="#">PF33</a>	Kennel cleaner for shelter	001-427.0000.63151	215.41
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL66725</a>	PD Fuel	001-427.0000.64030	235.84
<a href="#">F070</a>	Fire Safety Specialists				
APMWB	Check	<a href="#">25846</a>	Annual maintenance at Animal Shelter	001-427.0000.68010	57.85
<b>Dept 427 Total:</b>					<b>509.10</b>
Dept: 431 Streets					
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">91303</a>	Ball Valve	001-431.0000.68090	22.70
<a href="#">A365</a>	American On-Site Services				
APMWB	Check	<a href="#">502747</a>	Monthly service - portapotty	001-431.0000.68130	82.68
<a href="#">A568</a>	AVISTA Utilities-Install services				
APMWB	Check	<a href="#">1027122982</a>	Service Connection - Salt Shed	001-431.0000.93010	229.65
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL69195</a>	Fuel charges - March 2023	001-431.0000.64030	5,595.29
<a href="#">C3818</a>	Cooper Fabrication, Inc.				
APMWB	Check	<a href="#">25337</a>	Labor to repair AL Fitting - per Kyle	001-431.0000.68100	82.50
<a href="#">C410</a>	Country Lock & Key, Inc.				
APMWB	Check	<a href="#">11340</a>	Transponder Keys - S123	001-431.0000.63000	115.00
<a href="#">F070</a>	Fire Safety Specialists				
APMWB	Check	<a href="#">25254</a>	Fire Extinguisher inspections - Streets	001-431.0000.63110	461.41
<a href="#">L071</a>	Local Highway Technical Assistance Council- LHTAC				
APMWB	Check	<a href="#">T203292033-FC-2</a>	Flagger Certification	001-431.0000.64020	40.00
<a href="#">P27001</a>	Pineview Horticultural Service				
APMWB	Check	<a href="#">26435</a>	Hydroseed Mix	001-431.0000.63000	81.25
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">341413/1</a>	Ball Valve & Bleach	001-431.0000.63000	24.59
		<a href="#">341491/1</a>	Stihl Oil	001-431.0000.63000	56.88
		<a href="#">341503/1</a>	Xylene & Sawzall blades	001-431.0000.63000	31.64
		<a href="#">341604/1</a>	Swiss File Set	001-431.0000.67090	15.29
		<a href="#">341638/1</a>	Socket adapter, Wrench gear	001-431.0000.67090	26.98
		<a href="#">27152/3</a>	60# concrete premix	001-431.0000.68130	276.64
<a href="#">VEN14310</a>	US Fleet Tracking LLC				
APMWB	Check	<a href="#">439261</a>	Monthly Vehicle tracking	001-431.0000.66016	539.10
<b>Dept 431 Total:</b>					<b>7,681.60</b>
Dept: 433 Facility Maintenance					
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL69195</a>	Fuel charges - March 2023	001-433.0000.64030	183.93
<b>Dept 433 Total:</b>					<b>183.93</b>
Dept: 434 Fleet Maintenance					
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL69195</a>	Fuel charges - March 2023	001-434.0000.64030	352.73
<a href="#">VEN14756</a>	Corwin Ford Spokane				
APMWB	Check	<a href="#">789355</a>	Service = S121	001-434.0000.67170	452.41
		<a href="#">788915</a>	S121 Catalitic converter replacment	001-434.0000.67170	2,195.48
<a href="#">VEN03826</a>	FMI Equipment				
APMWB	Check	<a href="#">SPK-1004914</a>	Bolt, 1/2 x 2.75 shoulder	001-434.0000.63012	31.29

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN14015</u>	Midway Hyundai				
APMWB	Check	<u>43879</u>	D3H79 - AK00 Filter - Air B101	001-434.0000.63013	66.18
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<u>3688-111566 CM R</u>	Credit entered twice	001-434.0000.63007	137.19
		<u>3688-224039</u>	Air Filters - S347	001-434.0000.63011	23.95
		<u>3688-224037</u>	Air Filter - S237	001-434.0000.63011	6.66
		<u>3688-223450</u>	Groove Pulley - UF101	001-434.0000.63012	25.13
		<u>3688-223360</u>	Front Brake Rotor & SPindle Lock Nut - UF101	001-434.0000.63012	129.58
		<u>3688-223097</u>	Supreme Syn 7000 plus - Parks	001-434.0000.63012	306.48
		<u>3688-221788</u>	Fuel Filter - P472	001-434.0000.63012	11.06
		<u>3688-224390</u>	Interior Door Handle	001-434.0000.63012	11.14
		<u>1351-846689</u>	INline Fuel Filter	001-434.0000.63012	10.80
		<u>3688-222661</u>	Hydraulic Filter - P472	001-434.0000.63012	7.67
		<u>3688-223148</u>	Grease Gun Hose	001-434.0000.67090	29.98
<u>VEN08121</u>	PacWest Machinery LLC				
APMWB	Check	<u>30413450</u>	Tymco traning	001-434.0000.64020	150.00
<u>P180</u>	Perfection Tire				
APMWB	Check	<u>1054272</u>	Service - P128	001-434.0000.67170	884.54
		<u>1054696</u>	Service - Parks Trailer	001-434.0000.67170	90.60
<u>R060</u>	Ragan Equipment Co.				
APMWB	Check	<u>01-124126</u>	Filters - P473	001-434.0000.63012	99.73
<u>S275</u>	Solar Eclipse				
APMWB	Check	<u>47376</u>	Windshield replacement - UF101	001-434.0000.67170	289.00
		<u>47381</u>	Rockchip Repair - F101	001-434.0000.67170	39.95
<b>Dept 434 Total:</b>					<b>5,351.55</b>
Dept: 441 Urban Forestry					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL69195</u>	Fuel charges - March 2023	001-441.0000.64030	178.16
<b>Dept 441 Total:</b>					<b>178.16</b>
Dept: 442 Cemetery					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL69195</u>	Fuel charges - March 2023	001-442.0000.64030	260.21
<u>S0760</u>	Seltice Laundry				
APMWB	Check	<u>4VFS2FCNFS10R</u>	Chair cover dryclean	001-442.0000.63150	12.00
		<u>EAHWR0M9E9DKP</u>	Chair cover dryclean	001-442.0000.63150	32.40
<b>Dept 442 Total:</b>					<b>304.61</b>
Dept: 443 Parks					
<u>A1395</u>	Advanced Compressor & Hose Inc				
APMWB	Check	<u>91228</u>	Hoses for Compressor	001-443.0000.67050	6.39
<u>A228</u>	A-L Compressed Gases, Inc.				
APMWB	Check	<u>3014961</u>	Acetylene	001-443.0000.64030	9.08
<u>A365</u>	American On-Site Services				
APMWB	Check	<u>502739</u>	Skate Park Portable	001-443.0000.65050	111.30
		<u>INV0145647</u>	White Pine Portable Restroom	001-443.0000.65050	111.30
		<u>502741</u>	Kiwanis Portable Restrooms	001-443.0000.65050	82.68
		<u>502737</u>	Corbin Portable Restrooms	001-443.0000.65050	165.36
		<u>502736</u>	Q'emiln Portable Restrooms	001-443.0000.65050	447.96
		<u>502738</u>	Black Bay Portable Restroom	001-443.0000.65050	82.68
		<u>502749</u>	Falls Portable Restroom	001-443.0000.65050	82.68
		<u>502742</u>	Tullamore Portable Restroom	001-443.0000.65050	82.68
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	<u>0000005437-021120</u>	RFP Concessions Ad	001-443.0000.62000	48.04
		<u>0000005437-021802</u>	Concessions RFP Ad	001-443.0000.62000	34.84
<u>C280</u>	Coeur d'Alene Power Tool				
APMWB	Check	<u>2-233621</u>	Blades for Saw	001-443.0000.67090	45.98
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL69195</u>	Fuel charges - March 2023	001-443.0000.64030	2,979.17
<u>F020</u>	Fastenal Company				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">IDCOE175901</a>	Hardware for Stock	001-443.0000.67030	117.50
<a href="#">VEN03826</a>	FMI Equipment						
		APMWB	Check	<a href="#">SPK-10796</a>	Ventrac Rental For Snow Removal	001-443.0000.67070	2,000.00
<a href="#">G098</a>	Grainger						
		APMWB	Check	<a href="#">9662988279</a>	N95 Respirators	001-443.0000.63110	45.32
				<a href="#">9656401602</a>	First aid kit for P129	001-443.0000.63110	50.69
				<a href="#">9658471736</a>	Measuring Tapes for Fields	001-443.0000.67090	101.00
<a href="#">H001</a>	H & H Business Systems, Inc.						
		APMWB	Check	<a href="#">AR277214</a>	Toner for Copier	001-443.0000.66061	48.90
<a href="#">H1957</a>	Horizon						
		APMWB	Check	<a href="#">7F000302</a>	Repair Couplings	001-443.0000.68230	14.33
<a href="#">N001</a>	Napa Auto Parts						
		APMWB	Check	<a href="#">CM0004616</a>	Battery Core Refund	001-443.0000.66190	-9.00
				<a href="#">3688-222334</a>	Adapter for Small Equipment	001-443.0000.66190	10.85
				<a href="#">3688-224358</a>	Battery for Equipment	001-443.0000.66190	166.14
<a href="#">VEN14065</a>	North Idaho Pest						
		APMWB	Check	<a href="#">INV0145662</a>	Pest Control at 16 Locations in the Parks System	001-443.0000.68215	2,031.25
<a href="#">N249</a>	Northwest Playground Equipment						
		APMWB	Check	<a href="#">51286</a>	Splash Pad Parts	001-443.0000.68013	338.00
<a href="#">P3101</a>	Plants of the Wild						
		APMWB	Check	<a href="#">41479-IN</a>	Trees for Parks	001-443.0000.68190	431.75
<a href="#">VEN02385</a>	Prairie Transfer Station						
		APMWB	Check	<a href="#">07-41693</a>	Spring Clean Up	001-443.0000.65050	32.50
<a href="#">R1691</a>	River City Paint & Decorating						
		APMWB	Check	<a href="#">52777</a>	Falls Restroom Paint	001-443.1658.62330	69.99
				<a href="#">52822</a>	Falls Park Restroom	001-443.1658.62330	67.69
				<a href="#">52833</a>		001-443.1658.62330	161.69
<a href="#">VEN09319</a>	Rolled Steel Products, Inc						
		APMWB	Check	<a href="#">303697</a>	Falls Restroom Roofing	001-443.1658.62330	21.20
<a href="#">S050</a>	Saturday Night Inc.						
		APMWB	Check	<a href="#">103950</a>	Uniform Jackets & Shirts	001-443.4000.72000	489.83
				<a href="#">103944</a>	Logo Uniforms	001-443.4000.72000	71.50
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">341609/1</a>	Rope for Easter Egg Hunt	001-443.0000.63080	109.99
				<a href="#">341436/1</a>	Conduit for Security Gate	001-443.0000.63530	19.02
				<a href="#">341513/1</a>	Grease for Equipment	001-443.0000.66190	17.08
				<a href="#">341631/1</a>	Chase Small Equipment Part	001-443.0000.66190	4.76
				<a href="#">341386/1</a>	Pipe Compound	001-443.0000.67030	7.19
				<a href="#">341368/1</a>	Plumbing Parts for Parks	001-443.0000.68250	10.00
<a href="#">A565</a>	SiteOne Landscape Supply, LLC						
		APMWB	Check	<a href="#">127902090-001</a>	Leaf Rake	001-443.0000.67090	39.98
<a href="#">VEN02035</a>	Staples, Inc						
		APMWB	Check	<a href="#">3534829098</a>	Office Supplies-Parks	001-443.0000.63060	55.00
<a href="#">Z026</a>	Ziegler Lumber Co #017						
		APMWB	Check	<a href="#">424897</a>	Lumber for Picnic Tables	001-443.0000.68160	149.35
<b>Dept 443 Total:</b>							<b>10,963.64</b>

Dept: 445 Recreation

<a href="#">VEN14549</a>	DaySmart Recreation						
		APMWB	Check	<a href="#">INV0915329</a>	Dash Subscription	001-445.1445.62190	3,384.22
<a href="#">R169</a>	River City Lanes						
		APMWB	Check	<a href="#">04-10-23</a>	Contractual Services	001-445.0000.62040	163.80
<a href="#">S050</a>	Saturday Night Inc.						
		APMWB	Check	<a href="#">103896</a>	Football shorts	001-445.0000.63430	1,623.32
<a href="#">VEN14261</a>	The JACC						
		APMWB	Check	<a href="#">04/04/23</a>	Contractual	001-445.0000.62040	527.10
<a href="#">VEN14747</a>	Tinker Time						
		APMWB	Check	<a href="#">04-07-23</a>	Contractual Payment	001-445.0000.62040	297.50
<b>Dept 445 Total:</b>							<b>5,995.94</b>

Dept: 451 Planning & Zoning

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	<u>0000006657-031720</u>	Annex and Sub publication	001-451.0000.62000	197.42
		<u>0000006743-031820</u>	Subdivision publication	001-451.0000.62000	181.43
		<u>0000527430R</u>	Invoice I00527430-04152022 Paid Twice April	001-451.0000.62000	-388.60
		<u>0000535220R</u>	Inv I00535220-05212022 Paid twice May 2022	001-451.0000.62000	-236.36
		<u>0000531803R</u>	Inv 00531803-05062022 paid twice May 2022	001-451.0000.62000	-217.33
		<u>562068R</u>	Inv I00562068-09232022 paid twice Sept 2022	001-451.0000.62000	-193.11
		<u>0000006656-031720</u>	Zone change publication	001-451.0000.62000	232.84
		<u>0000527427R</u>	Inv 0000527427 & I00527427-04152022	001-451.0000.62000	-189.65
		<u>0000006881-032420</u>	Comp Plan Amend. Publication	001-451.0000.62000	77.30
		<u>I00545790-07082022</u>	Adjustment to balance to invoice	001-451.0000.62000	1.00
		<u>0000005175-020320</u>	Development Impact Fee	001-451.0000.62000	63.44
<b>Dept 451 Total:</b>					<b>-471.62</b>

Dept: 452 Building Inspector

<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL69195</u>	Fuel charges - March 2023	001-452.0000.64030	547.34
<b>Dept 452 Total:</b>					<b>547.34</b>

Dept: 453 Engineering

<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	<u>2275-11122022</u>	Consultant Roster Ad	001-453.0000.62000	34.95
		<u>2275-11192022</u>		001-453.0000.62000	23.45
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL69195</u>	Fuel charges - March 2023	001-453.0000.64030	219.28
<b>Dept 453 Total:</b>					<b>277.68</b>

Dept: 481 Capital Improvements/Contracts

<u>VEN14044</u>	Glacier Bay Electric LLC				
APMWB	Check	<u>021523</u>	Electrical relocation for air conditioners	001-481.0000.68395	2,798.00
<u>L109</u>	Lowe's Credit Services				
APMWB	Check	<u>88691</u>	PD Sub-Station	001-481.0000.68395	1,212.04
<u>S3921</u>	Standard Plumbing				
APMWB	Check	<u>38093</u>	Duct Sensors	001-481.0000.68395	6,848.00
<u>U0010</u>	ULINE				
APMWB	Check	<u>161585932</u>	substation office furniture	001-481.0000.68395	2,181.00
<b>Dept 481 Total:</b>					<b>13,039.04</b>
<b>Fund 001 Total:</b>					<b>115,670.65</b>

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

<u>VEN08243</u>	Awards Network				
APMWB	Check	<u>00090109</u>	Awards Packet	003-482.0000.73020	135.56
<u>VEN07938</u>	Crystal Balback				
APMWB	Check	<u>48</u>	Wellness Jan & Feb	003-482.4000.73000	240.00
<u>VEN10132</u>	Governmentjobs.com, Inc				
APMWB	Check	<u>INV-32875</u>	Neo Gov 5.4.2023 - 5.3.2024	003-482.0000.66016	9,889.29
<b>Dept 482 Total:</b>					<b>10,264.85</b>
<b>Fund 003 Total:</b>					<b>10,264.85</b>

Fund: 007 - DRUG SEIZURE PROGRAM

Balance Sheet Accounts

<u>VEN06027</u>	Kootenai County Prosecutor				
APMWB	Check	<u>23PF03900</u>	Forfeiture 23PF03900	007-20020	1,028.00
<b>Balance Sheet Accounts Total:</b>					<b>1,028.00</b>

Dept: 425 Drug Seizure Program

<u>T0030</u>	T-Mobile USA				
APMWB	Check	<u>986172479 032323</u>	Patrol mobile devices	007-425.0000.67020	2,518.04

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>U0010</u>	ULINE				
APMWB	Check	<a href="#">161585932</a>	substation office furniture	007-425.0000.67020	2,769.17
<b>Dept 425 Total:</b>					<b>5,287.21</b>
<b>Fund 007 Total:</b>					<b>6,315.21</b>

**Fund:** 034 - KOOTENAI FIRE/EMS IMPACT FEES

Dept: 428 KOOTENAI FIRE/EMS IMPACT FEES

<u>VEN14739</u>	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transfer	<a href="#">04052023</a>	Impact Fees for March 2023	034-428.0000.33117	-600.00
				034-428.0000.62040	13,457.73
<u>VEN06795</u>	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transfer	<a href="#">04052023</a>	Impact Fees for March 2023	034-428.0000.33117	-1,200.00
				034-428.0000.62040	119,508.40
<b>Dept 428 Total:</b>					<b>131,166.13</b>
<b>Fund 034 Total:</b>					<b>131,166.13</b>

**Fund:** 037 - STREETS IMPACT FEES

Dept: 431 Streets

<u>VEN07815</u>	LaRiviere, Inc				
APMWB	Check	<a href="#">Pay App #9</a>	Spokane/Prairie Project	037-431.0000.95200	322,327.20
<u>W090</u>	Welch Comer & Associates, Inc.				
APMWB	Check	<a href="#">41354090-013</a>	Chase BNSF RR-Xing Project	037-431.0000.95134	1,947.94
<b>Dept 431 Total:</b>					<b>324,275.14</b>
<b>Fund 037 Total:</b>					<b>324,275.14</b>

**Fund:** 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

<u>A090</u>	Accurate Testing Labs LLC				
APMWB	Check	<a href="#">130137</a>	March 2023 Monthly Comp	650-463.0000.68360	710.00
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<a href="#">CL69195</a>	Fuel charges - March 2023	650-463.0000.65005	619.47
<u>V040</u>	ODP Business Solutions				
APMWB	Check	<a href="#">306299151001</a>	Office Supplies- Water/Wastewater	650-463.0000.63060	41.98
<u>VEN14559</u>	One Call Concepts, Inc				
APMWB	Check	<a href="#">3035023</a>	Locate Tickets -Water & Waste Water	650-463.0000.62320	469.78
<b>Dept 463 Total:</b>					<b>1,841.23</b>

Dept: 466 Wastewater - Collections

<u>C220</u>	Coleman Oil Co				
APMWB	Check	<a href="#">CL69195</a>	Fuel charges - March 2023	650-466.0000.65005	2,275.26
<b>Dept 466 Total:</b>					<b>2,275.26</b>

Dept: 468 Wastewater - Surface Water

<u>C220</u>	Coleman Oil Co				
APMWB	Check	<a href="#">CL69195</a>	Fuel charges - March 2023	650-468.0000.65005	765.37
<b>Dept 468 Total:</b>					<b>765.37</b>

**Fund 650 Total: 4,881.86**

**Fund:** 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

<u>P050</u>	Panhandle Area Council				
APMWB	Check	<a href="#">35-PFLM</a>	Tertiary PAC Invoice March 2023	651-463.3213.90015	1,871.00
<u>VEN14291</u>	Sletten Construction Company				
APMWB	Check	<a href="#">AFP-028</a>	Tertiary Upgrade Sletten Pay App 28	651-463.3213.90015	327,003.86
<b>Dept 463 Total:</b>					<b>328,874.86</b>

Packet: APPKT10546 - Check Run 4.19.2023  
 Vendor Set: 01 - Vendor Set 01

Check Date: 4/11/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR</b>							
Dept: 463 Wastewater Operating							
<a href="#">VEN14614</a>	Strider Construction Co, Inc						
APMWB	Check			<a href="#">Bentley Pay App 1</a>	Bentley Lift Station Strider Pay App #1	652-463.3230.95520	44,342.20
<b>Dept 463 Total:</b>							<b>44,342.20</b>
<b>Fund 652 Total:</b>							<b>44,342.20</b>

**Fund: 700 - SANITATION**

Dept: 461 Sanitation

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN02385</a>	Prairie Transfer Station						
APMWB	Check			<a href="#">07-46516</a>	Spring Clean-up	700-461.0000.65050	29.25
				<a href="#">07-41682</a>	Spring Clean Up	700-461.0000.65050	29.25
				<a href="#">07-41623</a>	Spring Clean up	700-461.0000.65050	28.60
				<a href="#">07-46559</a>	Spring Clean-up	700-461.0000.65050	27.30
				<a href="#">07-39614</a>	Wood waste	700-461.0000.65050	25.20
				<a href="#">07-39648</a>	Wood Waste	700-461.0000.65050	18.45
				<a href="#">07-44532</a>	Big Can Waste	700-461.0000.65050	12.35
				<a href="#">07-45302</a>	Spring Clean-up	700-461.0000.65050	10.40
				<a href="#">07-46606</a>		700-461.0000.65050	26.65
				<a href="#">07-46578</a>		700-461.0000.65050	25.35
				<a href="#">07-44314</a>	Big Can Refuse	700-461.0000.65050	30.55
				<a href="#">07-41572</a>	Spring Clean Up	700-461.0000.65050	31.20
				<a href="#">07-41787</a>		700-461.0000.65050	45.50
				<a href="#">07-41496</a>	Spring Clean-up	700-461.0000.65050	44.20
				<a href="#">07-46501</a>		700-461.0000.65050	43.55
				<a href="#">07-46455</a>		700-461.0000.65050	40.30
				<a href="#">07-41634</a>	Spring Clean Up	700-461.0000.65050	40.30
				<a href="#">07-41540</a>	Spring Clean up	700-461.0000.65050	40.30
				<a href="#">07-41502</a>	Spring Clean-up	700-461.0000.65050	39.65
				<a href="#">07-46521</a>		700-461.0000.65050	30.55
				<a href="#">07-46540</a>		700-461.0000.65050	39.00
				<a href="#">07-41488</a>	Spring Clean up	700-461.0000.65050	39.65
				<a href="#">07-41725</a>	Spring Clean Up	700-461.0000.65050	36.40
				<a href="#">07-44649</a>	Spring Clean-up	700-461.0000.65050	35.75
				<a href="#">07-41570</a>	Spring Clean -up	700-461.0000.65050	35.75
				<a href="#">07-41584</a>	Spring Clean-up	700-461.0000.65050	35.10
				<a href="#">07-46552</a>		700-461.0000.65050	33.80
				<a href="#">07-46476</a>		700-461.0000.65050	32.50
				<a href="#">07-41616</a>	Spring Clean-Up	700-461.0000.65050	32.50
				<a href="#">07-46465</a>	Spring Clean-up	700-461.0000.65050	31.85
				<a href="#">07-41664</a>	Spring Clean-Up	700-461.0000.65050	39.00
<b>Dept 461 Total:</b>							<b>1,010.20</b>
<b>Fund 700 Total:</b>							<b>1,010.20</b>

**Fund: 750 - WATER OPERATING**

Dept: 462 Water Operating

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">B025</a>	Backflow Assembly Testing & Supply						
APMWB	Check			<a href="#">G3122310</a>	Test Gauge Calibration Certification & Manifold	750-462.0000.63280	113.61
<a href="#">VEN14124</a>	Badger Meter, Inc.						
APMWB	Check			<a href="#">80123402</a>	Beacon Hosting Service Unit 3/2023	750-462.0000.66012	38.22
<a href="#">C220</a>	Coleman Oil Co						
APMWB	Check			<a href="#">CL69195</a>	Fuel charges - March 2023	750-462.0000.64030	1,371.74
<a href="#">H215</a>	Core & Main LP						
APMWB	Check			<a href="#">S545352</a>	SH41 Repair Parts	750-462.0000.63280	335.01
				<a href="#">S420435</a>	Threading Machine Stand	750-462.0000.63280	981.40
<a href="#">H001</a>	H & H Business Systems, Inc.						
APMWB	Check			<a href="#">AR277218</a>	Water Dept Copier	750-462.0000.66050	22.18

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>K080</u>	Knudtsen Chevrolet and GMAC				
APMWB	Check	<a href="#">6247152</a>	Oil Change - Matt Isch Truck	750-462.0000.67170	93.17
		<a href="#">6247606</a>	Oil Change & Tire Rotation J Wells P/U	750-462.0000.67170	106.67
<u>V040</u>	ODP Business Solutions				
APMWB	Check	<a href="#">306299149001</a>	Office Supplies- Water/Wastewater	750-462.0000.63060	11.18
		<a href="#">306297657001</a>		750-462.0000.63060	36.48
<u>VEN14559</u>	One Call Concepts, Inc				
APMWB	Check	<a href="#">3035023</a>	Locate Tickets -Water & Waste Water	750-462.0000.62320	469.77
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<a href="#">341385/1</a>	Straps & Sockets - Water Dept	750-462.0000.63280	30.70
<b>Dept 462 Total:</b>					<b>3,610.13</b>
<b>Fund 750 Total:</b>					<b>3,610.13</b>

**Fund:** 753 - WATER CAPITAL

Dept: 462 Water Operating

<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	<a href="#">00557855R</a>	Inv I00557855-09072022 & I00557855-083120753-462.3224.95550		-184.64
<u>VEN07815</u>	LaRiviere, Inc				
APMWB	Check	<a href="#">Pay App #9</a>	Spokane/Prairie Project	753-462.3218.95550	24,880.00
<u>S580</u>	Strata				
APMWB	Check	<a href="#">CD230037-IN</a>	Well House 11 Strata Invoice March 2023	753-462.3224.95550	3,255.00
<u>T005</u>	TML Construction, Inc.				
APMWB	Check	<a href="#">Well 11 Pay App 2</a>	Well House 11 TML Pay App #2	753-462.3224.95550	171,482.60
<b>Dept 462 Total:</b>					<b>199,432.96</b>
<b>Fund 753 Total:</b>					<b>199,432.96</b>
<b>Report Total:</b>					<b>1,169,844.19</b>



Fund	Account	Amount
001 - GENERAL FUND		
	001-412.0000.80010	9,939.80
	001-413.0000.63060	60.16
	001-414.0000.62000	153.19
	001-414.0000.63060	107.27
	001-414.0000.63600	1,000.00
	001-415.0000.62000	519.71
	001-415.0000.62030	1,135.94
	001-415.0000.62040	11,526.15
	001-418.0000.63060	55.00
	001-421.0000.62040	1,175.00
	001-421.0000.62370	100.00
	001-421.0000.63300	5,030.34
	001-421.0000.64030	5,238.17
	001-421.0000.65021	479.57
	001-421.0000.65030	3,584.65
	001-421.0000.66041	5,400.00
	001-421.0000.66043	9,592.00
	001-421.0000.67020	12,276.35
	001-421.0000.67100	659.73
	001-421.0000.67170	355.00
	001-421.0000.67190	521.59
	001-421.0000.68010	607.99
	001-423.1153.68400	1,495.00
	001-424.0000.64030	97.07
	001-427.0000.63151	215.41
	001-427.0000.64030	235.84
	001-427.0000.68010	57.85
	001-431.0000.63000	309.36
	001-431.0000.63110	461.41
	001-431.0000.64020	40.00
	001-431.0000.64030	5,595.29
	001-431.0000.66016	539.10
	001-431.0000.67090	42.27
	001-431.0000.68090	22.70
	001-431.0000.68100	82.50
	001-431.0000.68130	359.32
	001-431.0000.93010	229.65
	001-433.0000.64030	183.93
	001-434.0000.63007	137.19
	001-434.0000.63011	30.61
	001-434.0000.63012	632.88
	001-434.0000.63013	66.18
	001-434.0000.64020	150.00
	001-434.0000.64030	352.73
	001-434.0000.67090	29.98
	001-434.0000.67170	3,951.98
	001-441.0000.64030	178.16
	001-442.0000.63150	44.40
	001-442.0000.64030	260.21
	001-443.0000.62000	82.88
	001-443.0000.63060	55.00
	001-443.0000.63080	109.99
	001-443.0000.63110	96.01
	001-443.0000.63530	19.02
	001-443.0000.64030	2,988.25
	001-443.0000.65050	1,199.14



001-443.0000.66061	48.90
001-443.0000.66190	189.83
001-443.0000.67030	124.69
001-443.0000.67050	6.39
001-443.0000.67070	2,000.00
001-443.0000.67090	186.96
001-443.0000.68013	338.00
001-443.0000.68160	149.35
001-443.0000.68190	431.75
001-443.0000.68215	2,031.25
001-443.0000.68230	14.33
001-443.0000.68250	10.00
001-443.1658.62330	320.57
001-443.4000.72000	561.33
001-445.0000.62040	988.40
001-445.0000.63430	1,623.32
001-445.1445.62190	3,384.22
001-451.0000.62000	-471.62
001-452.0000.64030	547.34
001-453.0000.62000	58.40
001-453.0000.64030	219.28
001-481.0000.68395	13,039.04
<b>Fund 001 Total:</b>	<b>115,670.65</b>
003 - PERSONNEL BENEFIT POOL	
003-482.0000.66016	9,889.29
003-482.0000.73020	135.56
003-482.4000.73000	240.00
<b>Fund 003 Total:</b>	<b>10,264.85</b>
007 - DRUG SEIZURE PROGRAM	
007-20020	1,028.00
007-425.0000.67020	5,287.21
<b>Fund 007 Total:</b>	<b>6,315.21</b>
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-1,800.00
034-428.0000.62040	132,966.13
<b>Fund 034 Total:</b>	<b>131,166.13</b>
037 - STREETS IMPACT FEES	
037-431.0000.95134	1,947.94
037-431.0000.95200	322,327.20
<b>Fund 037 Total:</b>	<b>324,275.14</b>
650 - RECLAIMED WATER OPERATING	
650-463.0000.62320	469.78
650-463.0000.63060	41.98
650-463.0000.65005	619.47
650-463.0000.68360	710.00
650-466.0000.65005	2,275.26
650-468.0000.65005	765.37
<b>Fund 650 Total:</b>	<b>4,881.86</b>
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	328,874.86
<b>Fund 651 Total:</b>	<b>328,874.86</b>
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3230.95520	44,342.20
<b>Fund 652 Total:</b>	<b>44,342.20</b>
700 - SANITATION	
700-461.0000.65050	1,010.20
<b>Fund 700 Total:</b>	<b>1,010.20</b>
750 - WATER OPERATING	
750-462.0000.62320	469.77
750-462.0000.63060	47.66
750-462.0000.63280	1,460.72
750-462.0000.64030	1,371.74
750-462.0000.66012	38.22
750-462.0000.66050	22.18
750-462.0000.67170	199.84
<b>Fund 750 Total:</b>	<b>3,610.13</b>

753 - WATER CAPITAL

753-462.3218.95550  
753-462.3224.95550

24,880.00  
174,552.96

**Fund 753 Total:** 199,432.96  
**Report Total:** 1,169,844.19

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ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 4.19.23

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4/3/2023	\$ 12.86	91712 AT&T Mobility	Pay Before Due Date	750-462.0000.65030
4/3/2023	\$ 62.11	91713 AVISTA Utilities	Pay Before Due Date	001-465.0000.65102
4/3/2023	\$ 169.98	91714 Charter Communications	Pay Before Due Date	001-443.0000.65030
4/3/2023	\$ 134.98	91715 Charter Communications	Pay Before Due Date	001-443.0000.65030
4/3/2023	\$ 1.35	91716 Verizon Wireless	Pay Before Due Date	650-463.0000.65030
4/3/2023	\$ 71.67	91717 Zply Fiber	Pay Before Due Date	650-463.0000.65030
	\$ 452.95			

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 04/18/2023**

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**DATE:** 04/05/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Victoria Howell  
**SUBJECT:** Various Fixed Asset Disposals

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**ITEM AND RECOMMENDED ACTION:**

During an audit of our Fixed Assets, it was discovered that a number of assets no longer exist at the City of Post Falls. These items had exceeded their useful lives and likely were approved to be surpluses by the City Council; however, these items were never disposed of out the asset system. The Finance department has requested that all of these items be approved to be disposed of from the asset tracking system.

**DISCUSSION:**

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

None

**APPROVED OR DIRECTION GIVEN:**

None

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

None

**BUDGET CODE:**

None

	Description	Class	Original Cost	Acq. Date	Control Account	Disposal Dates	Disposal Type
<b>Streets-431</b>							
	3968 Meyer Snow Plow 08 F550	M&E	6464.00	9/30/2007	980-15400		Destroyed/Disposed
	3930 Pave-Mate Liquide Asphalt Sprayer - Distributor	M&E	17934.00	6/24/2005	980-15400		Destroyed/Disposed
	3926 Wanco WVTM-04 Mini Matrix Reader Board w/ Trailer	M&E	14875.00	3/15/2005	980-15400		Destroyed/Disposed
	3715 2002 Mack Truck	M&E	63995.00	7/1/2001	980-15400		Destroyed/Disposed
	3715a Diamondbilt Flusher/De-Icer	M&E	78388.00	1/21/2002	980-15400		
	3611 Paint Striper	M&E	33625.00	7/1/1997	980-15400		Destroyed/Disposed
	3718 Snowplow Blade	M&E	8336.00	9/1/1995	980-15400		
	3269 1991 Freightliner Dump Truck	M&E	62578.00	5/1/1995	980-15400		Destroyed/Disposed
	3187 Melting Pot 110 Gallons	M&E	7950.00	2/1/1995	980-15400		Destroyed/Disposed
	1605 1992 Ford Tractor	M&E	27215.00	5/1/1992	980-15400		Destroyed/Disposed
	1632 Root Springs Scrapper Plow	M&E	7500.00	1/1/1990	980-15400		Destroyed/Disposed
	1635 Snow Plow #11	M&E	6500.00	1/1/1979	980-15400		Destroyed/Disposed
	1633 Snow Plow #15	M&E	6000.00	1/1/1974	980-15400		Destroyed/Disposed
	1636 Snow Plow #8	M&E	6000.00	1/1/1973	980-15400		Destroyed/Disposed
<b>Cemetery-442</b>							
	1596 1979 Dodge 1 Ton Dump Truck [C102]	6	3000.00	7/1/1990	980-15900	8/19/2014	Disposed at Auction
	3853 Millcreek Top Dresser	M&E	8260.00	7/1/1998	980-15400		Destroyed/Disposed
	3855b 48" Mower Blade & Machine	M&E	5149.00	4/30/1999	980-15400		Disposed at Auction
	3931 727A Mini Z Riding Mower & Mount Kit	M&E	8249.00	5/13/2005	980-15400		Disposed at Auction
	3952 John Deere 717 A Z Trak Mower	M&E	6028.00	10/22/2006	980-15400		Disposed at Auction
	3953 John Deere 727A Z Trak Mower	M&E	7100.00	10/22/2006	980-15400		Disposed at Auction
<b>Fleet-434</b>							
	3973 Meyer Snow Plow	M&E	6464.00	9/30/2007	980-15400		Destroyed/Disposed
	1891 1978 FORD 3/4 TON SERVICE BODY	6	2500.00	9/1/1999	980-15900	11/3/2015	Destroyed/Disposed
<b>Water-750</b>							
	2702 1983 Generator	M&E	11500.00	12/1/1985	750-15400		Destroyed/Disposed
<b>Wastewater-650</b>							
	3146 Captair Ductless Fumehood	M&E	5348.00	12/31/1994	650-15400		Destroyed/Disposed
	1788 Sampler	M&E	5725.00	7/31/1990	650-15400		Destroyed/Disposed
	2443 Belt Filter Press	M&E	113350.00	11/1/1988	650-15400		Destroyed/Disposed
	1836 1988 Toro Mower 117 Groundmaster	M&E	7000.00	4/1/1988	650-15400		Destroyed/Disposed
	10363 Aeration Rotors & Installation	M&E	131400.00	6/30/1979	650-15400		Destroyed/Disposed
	10358 (2) INSTN Chlorinators	M&E	70013.00	6/30/1979	650-15400		Destroyed/Disposed
	10356 INSTN Ras Pumps	M&E	11150.00	6/30/1979	650-15400		Destroyed/Disposed
	10353 INSTN Sludge Blowers	M&E	15100.00	6/30/1979	650-15400		Destroyed/Disposed
	10436 Sanitair Air Equipment	M&E	11736.00	6/30/1979	650-15400		Destroyed/Disposed
	10364 INSTN Sanitair Air Equipment (3) Blowers	M&E	14000.00	6/30/1979	650-15400		Destroyed/Disposed
	3802 Emergency Generator	M&E	45827.00	6/30/1979	650-15400		Destroyed/Disposed
	10359 Grit Classifier	M&E	7833.00	6/30/1979	650-15400		Destroyed/Disposed
	10355 INSTN Was Pump	M&E	9500.00	6/30/1979	650-15400		Destroyed/Disposed
	3804 Utility Water Pump	M&E	9158.00	6/1/1979	650-15400		Destroyed/Disposed
	3805 Utility Water Pump	M&E	9158.00	6/1/1979	650-15400		Destroyed/Disposed
<b>City Clerk-415</b>							
	3639 Scanner DR3020 w/ISIS & Software	M&E	10882.00	6/1/2000	980-15400		Destroyed/Disposed
<b>Parks-443</b>							
	5442 Nikon S6000 Digital Camera	3	150.00	3/3/2011	980-15900		Destroyed/Disposed
	1842 1978 FORD F 150	6	3000.00	10/1/1978	980-15900	5/5/2015	Destroyed/Disposed
	1844 1992 Cushman Mower	M&E	10000.00	8/1/1992	980-15400		Destroyed/Disposed
	2470 Copier Lanier	M&E	8917.00	10/1/1992	980-15400		Destroyed/Disposed
	2655 Radio Consol Motorola	M&E	25000.00	1/1/1989	980-15400		Destroyed/Disposed
	3858 Kawasaki 4X4	Vehicles	8256.00	3/1/1999	980-15500	11/3/2015	Destroyed/Disposed
	3859 Toro Proline 120 Riding Mower	M&E	5175.00	4/1/1996	980-15400		Destroyed/Disposed
	3864 Excel 4600 Riding Mower	M&E	6057.75	4/1/1998	980-15400		Destroyed/Disposed
	3864a Excel 4600 Riding Mower Deck	M&E	6057.75	4/1/1998	980-15400		Destroyed/Disposed
	3864b Excel 4600 Riding Mower R-Wing	M&E	6057.75	4/1/1998	980-15400		Destroyed/Disposed
	3864c Excel 4600 Riding Mower L-Wing	M&E	6057.75	4/1/1998	980-15400		Destroyed/Disposed
	10072 45 Picnic Tables Wood 8'	M&E	5760.00	6/1/1976	980-15400		Destroyed/Disposed
	10074 30 Picnic Tables Wood 8'	M&E	6000.00	6/1/1976	980-15400		Destroyed/Disposed
<b>Police-421/427</b>							
	3924 2005 Buick Sedan	Vehicles	15407.00	3/15/2005	980-15500	6/20/2017	Destroyed/Disposed
	3871 2001 Chevrolet Impalla	Vehicles	19915.00	3/1/2001	980-15500	10/18/2016	Destroyed/Disposed
	3781 1999 Ford Crown Victoria	Vehicles	20754.00	4/1/1999	980-15500	11/3/2015	Destroyed/Disposed
	3697 Radar Trailer w/o Display '98	M&E	8210.00	3/1/2001	980-15400	11/3/2017	Sold
	1022 DVD Robot automated DVD Burner	M&E	10290.00	6/1/2012	980-15400		Destroyed/Disposed
	3725 Eyewitness System #39	M&E	5055.00	1/1/2001	980-15400		Destroyed/Disposed
	3730 Eyewitness System #34	M&E	5030.00	12/1/1998	980-15400		Destroyed/Disposed
	3733 Eyewitness System #26	M&E	5020.00	8/1/1999	980-15400		Destroyed/Disposed
	3735 Eyewitness System #23	M&E	5055.00	2/1/2000	980-15400		Destroyed/Disposed
	3736 Eyewitness System #25	M&E	5020.00	8/1/1999	980-15400		Destroyed/Disposed
	3768 Eyewitness System #5	M&E	5030.00	12/1/1998	980-15400		Destroyed/Disposed
	3867 Eyewitness Systems	M&E	5030.00	12/1/1998	980-15400		Destroyed/Disposed

3872	Eyewitness Video Camera	M&E	5055.00	1/1/2001	980-15400	Destroyed/Disposed
3949	Dew Nxt Clear Comm - Car Video System	M&E	6370.00	8/16/2006	980-15400	Destroyed/Disposed
3950	Dew Nxt Clear Comm - Car Video System	M&E	6370.00	8/16/2006	980-15400	Destroyed/Disposed
3959	M5-11 Mobile Data System	M&E	5424.67	5/31/2007	980-15400	Destroyed/Disposed
3960	M5-11 Mobile Data System	M&E	5424.67	5/31/2007	980-15400	Destroyed/Disposed
3961	M5-11 Mobile System	M&E	5424.67	5/31/2007	980-15400	Destroyed/Disposed
3965	Mobile Data System -- Animal Control	M&E	5424.60	5/7/2007	980-15400	Destroyed/Disposed
4021	Mobile Data System	M&E	11276.70	9/3/2008	980-15400	Destroyed/Disposed
4022	Mobile Data System	M&E	11276.70	9/3/2008	980-15400	Destroyed/Disposed
4023	Mobile Data System	M&E	11276.70	9/3/2008	980-15400	Destroyed/Disposed
4024	Mobile Data Radios: Tag number 18758705 -- Animal Control	M&E	8000.00	12/15/2008	980-15400	Destroyed/Disposed
4052	CineMassive Quad Meridian 20D Array Quad Core Xeon E5405 Processor 2x6MB Cache 2.0GHz 1333MHx	M&E	8072.15	1/23/2009	980-15400	Destroyed/Disposed
4054	FSB PE2950	M&E	6072.66	4/22/2009	980-15400	Destroyed/Disposed
4057	TOPCAM 2 System IR Camera	M&E	6050.00	9/16/2009	980-15400	Destroyed/Disposed
4058	PowerEdge R710 w/Chassis for Up to Six 3.5-Inch Hard Drives	M&E	6916.35	8/25/2009	980-15400	Destroyed/Disposed
4060	Mail Server	M&E	18080.00	4/16/2009	980-15400	Destroyed/Disposed
4130	Network Storage Computer	M&E	7960.56	3/4/2014	980-15400	Destroyed/Disposed
4220	LS 1100 DIGITAL LIVESCAN FINGERPRINTING SYSTEM	M&E	14495.00	3/30/2017	980-15400	Destroyed/Disposed
4551	HP Pavilion DV4-1548DX	3	150.00	2/1/2011	980-15900	Destroyed/Disposed
4554	Optiplex 960	3	1215.40	11/12/2010	980-15900	Destroyed/Disposed
4557	Dell Optiplex 960	3	1645.01	12/10/2010	980-15900	Destroyed/Disposed
10444	7210 Server w/Monitor	M&E	6329.00	7/1/2000	980-15400	Destroyed/Disposed
10483	Wireless Project - Grant	M&E	149900.00	9/1/2002	980-15400	Destroyed/Disposed
10484	LLEGB Grant - Video Equipment	M&E	16990.47	9/1/2003	980-15400	Destroyed/Disposed
10485	Car Computer Equipment - Grant	M&E	31246.26	9/1/2003	980-15400	Destroyed/Disposed
10611	ALPR Unit (Bridge Camera System)	M&E	68869.59	9/30/2007	980-15400	Destroyed/Disposed
10700	Bridge Camera System	M&E	45519.50	9/30/2008	980-15400	Destroyed/Disposed
10738	Mobile Data System Microwave Project - install a link from PF PD to Kootenai County	M&E	22146.33	9/30/2009	980-15400	Destroyed/Disposed
10791	Sheriff's office	M&E	43000.00	10/1/2010	980-15400	Destroyed/Disposed
10807	New Car Computers	M&E	10020.90	9/30/2011	980-15400	Destroyed/Disposed

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Cemetery DEPT.# 442 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1979 Dodge 1 Ton Dump Truck C102

Disposed of 08/19/14

TAG# 1596 SERIAL # D31BE8510886 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howard*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

# FIXED ASSET DISPOSAL

DEPT. NAME Cemetery DEPT.# 442 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Millcreek Top Dresser

TAG# 3853 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE



ASSET MANAGER SIGNATURE



CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Cemetery DEPT.# 442 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

48" Mower Blade & Machine

Serial: MOF525A181501 & MOO48FAO41614

TAG# 3855b SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Cemetery DEPT.# 442 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: 727A Mini Z

Riding Mower & Mount Kit

TAG# 3931 SERIAL # TC727AX013311 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES  NO   
USEFUL LIFE OF ASSET INCREASED YES  NO

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Cemetery DEPT.# 442 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: John Deere 717 A Z

Trak Mower

TAG# 3952 SERIAL # FH601VC25573 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES  NO

USEFUL LIFE OF ASSET INCREASED YES  NO

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howes*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Cemetery DEPT.# 442 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: John Deere 727A Z  
Trak Mower.

TAG# 3953 SERIAL # FG680VB52249 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

*Victoria Howel*

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

Cemetery

Description	Tag	Serial	Department	Class	ACQ Date	Original Cost	Location	Notes
2019 Kioti K9 2440 UTV orange with sno-way V plow	4292	AD1UW24CTK2000016	001.442	Machinery/ Equipment	1/23/2020	19479.77	Cemetery	
John Deere Z920 M Gas Mower 48' Deck	4323	1TC920MALJX060186	001.442	Machinery/ Equipment	4/27/2018	7788	Cemetery	
John Deere Zero Turn Mower with 54" Deck	4128	1TC920MVADT011910	001.442	Machinery/ Equipment	11/25/2013	7960	200-Perpetual Care	
John Deere 727A Z Trak Mower	3953	FG680VB52249	001.442	Machinery/ Equipment	10/22/2006	7100	442-Cemetery	Auction
John Deere 717 A Z Trak Mower	3952	FH601VC25573	001.442	Machinery/ Equipment	10/22/2006	6028	442-Cemetery	Auction
727A Mini Z Riding Mower & Mount Kit	3931	TC727AX013311	001.442	Machinery/ Equipment	5/13/2005	8249	442-Cemetery	Auction
48" 18 HP Toro Sweeper	3856	200000110	001.442	Machinery/ Equipment	7/1/2000	12235	442-Cemetery	
48" Mower Blade & Machine	3855b	MOF525A181501; MOO48FAO41614	001.442	Machinery/ Equipment	4/30/1999	5149	442-Cemetery	Auction
Millcreek Top Dresser	3853		001.442	Machinery/ Equipment	7/1/1998	8260	442-Cemetery	Disposed
455 Tractor	3058	M00455C030172	001.442	Machinery/ Equipment	11/1/1994	8000	442-Cemetery	
1986 12HP Lawn Sweeper (C422)	1360	K301RT/1601344953	001.442	Machinery/ Equipment	6/1/1985	6628	442-Cemetery	
1979 Dodge 1 Ton Dump Truck [C102]	1596	D31BE8510886	001.442	6	7/1/1990	3000	C 102	Auction
2008 Ford F550 4 x 4 Cab	3975	1FDAF57Y78EA94318	001.442	Vehicles	5/8/2007	29812.77	442-Cemetery	
2021 Chevrolet Silverado 2500HD C103	4311	1GC5YLE79MF127547	001.442	Vehicles	12/7/2020	29744.2	442-Cemetery	

## Victoria Howell

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**From:** Kevin Palmer  
**Sent:** Thursday, May 26, 2022 1:41 PM  
**To:** Victoria Howell  
**Subject:** RE: Inventory  
**Attachments:** Copy of Cemetery Vehicles--ME.xlsx

Victoria

Strange some of the stuff hasn't been around in YEARS, I do have other equipment that is not on that list that I am pretty sure were issues asset tags. I listed to the right what happened to each piece of equipment that is no longer here and I could probably dig deep and find the disposal/auction paperwork if you want to get super serious. I can get you a list at the beginning of next week of all our equipment if that would help.

Kevin

**From:** Victoria Howell <vhowell@postfallsidaho.org>  
**Sent:** Thursday, May 26, 2022 1:29 PM  
**To:** Kevin Palmer <kpalmer@postfallsidaho.org>  
**Subject:** Inventory

Good afternoon Kevin,

Would you be able to do some inventory on the Vehicles and Machinery and Equipment assets? We are just making sure what we actually have is the same as what is in the asset system.

Thank you,

Victoria Howell



PO Box 789  
Post Falls, ID 83877  
208.457.3305

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME City Clerk DEPT.# 415 DATE: \_\_\_\_\_  
OF DISPOSAL \_\_\_\_\_

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Scanner DR3020 W/ ISIS & Software

TAG# 3639 SERIAL # AZDM11023/AA309911 MODEL# DR3020

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howes*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

City Clerk

Description	Tag	Serial	Department	Class	ACQ Date	Original Cost	Location	Notes
Scanner DR3020 w/ISIS & Software	3639	AZDM11023/AA309911	001.415	Machinery/ Equipment	6/1/2000	10882	415-City Clerk	Disposed



## Victoria Howell

---

**From:** Michael Kirby <[michaelk@postfallsidaho.org](mailto:michaelk@postfallsidaho.org)>  
**Sent:** Friday, May 27, 2022 8:42 AM  
**To:** Victoria Howell  
**Cc:** Mike Hill  
**Subject:** RE: Inventory List

I'm copying Mike Hill because that's his area. Any asset acquisitions or disposals are handled by him.

**From:** Victoria Howell <[vhowell@postfallsidaho.org](mailto:vhowell@postfallsidaho.org)>  
**Sent:** Friday, May 27, 2022 8:40 AM  
**To:** Michael Kirby <[michaelk@postfallsidaho.org](mailto:michaelk@postfallsidaho.org)>  
**Subject:** RE: Inventory List

Do you have record of the disposal by chance?

Victoria Howell



PO Box 789  
Post Falls, ID 83877  
208.457.3305

**From:** Michael Kirby <[michaelk@postfallsidaho.org](mailto:michaelk@postfallsidaho.org)>  
**Sent:** Friday, May 27, 2022 8:39 AM  
**To:** Victoria Howell <[vhowell@postfallsidaho.org](mailto:vhowell@postfallsidaho.org)>  
**Cc:** Mike Hill <[mhill@postfallsidaho.org](mailto:mhill@postfallsidaho.org)>  
**Subject:** RE: Inventory List

Yeah, that was the old scanner for our SIRE document management. That was surplused long ago.

**From:** Victoria Howell <[vhowell@postfallsidaho.org](mailto:vhowell@postfallsidaho.org)>  
**Sent:** Friday, May 27, 2022 8:38 AM  
**To:** Michael Kirby <[michaelk@postfallsidaho.org](mailto:michaelk@postfallsidaho.org)>  
**Subject:** RE: Inventory List

Good morning Mike,

Do you happen to know anything about this scanner?

Victoria Howell



PO Box 789

Post Falls, ID 83877  
208.457.3305

---

**From:** Michael Kirby <[michaelk@postfallsidaho.org](mailto:michaelk@postfallsidaho.org)>  
**Sent:** Thursday, May 26, 2022 2:22 PM  
**To:** Victoria Howell <[vhowell@postfallsidaho.org](mailto:vhowell@postfallsidaho.org)>  
**Cc:** Mike Hill <[mhill@postfallsidaho.org](mailto:mhill@postfallsidaho.org)>  
**Subject:** RE: Inventory List

For us, the vehicle was supposed to be transferred to Admin. We don't have the keys anymore. I'll have Mike Hill verify the other 3 next week.

**From:** Victoria Howell <[vhowell@postfallsidaho.org](mailto:vhowell@postfallsidaho.org)>  
**Sent:** Thursday, May 26, 2022 2:19 PM  
**To:** Michael Kirby <[michaelk@postfallsidaho.org](mailto:michaelk@postfallsidaho.org)>; Stephanie Herman <[sherman@postfallsidaho.org](mailto:sherman@postfallsidaho.org)>  
**Cc:** Wade Meyer <[wmeyer@postfallsidaho.org](mailto:wmeyer@postfallsidaho.org)>  
**Subject:** Inventory List

Good afternoon,

I've put together a list of all of the vehicles along with the machinery and equipment for IT and Media. Could you please take some time and do an inventory check to make sure what we have in the asset system matches what we physically have?

Thank you,

Victoria Howell



PO Box 789  
Post Falls, ID 83877  
208.457.3305

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Fleet DEPT.# 434 DATE: 1  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Meyer Snow Plow

TAG# 3973 SERIAL # FDAF57Y78E94318 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_  
*Victoria Howell*

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Fleet DEPT.# 434 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1978 Ford 3/4 Ton Service Body

Disposed 11/3/15

TAG# 1891 SERIAL # F27HRCC0301 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_

USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

*Victoria Howell*

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

*Fleet*

Description	Tag	Serial	Department	Class	ACQ Date	Original Cost	Location	Notes
Honda spray pump system and setup	4285		001.434	Machinery/E quipment	9/30/2019	8496.72	431-Streets	
Replacement Traffic Control Trailer	4255	5DEFS1828K1007914	001.434	Machinery/E quipment	11/20/2018	3035	Public Works	
Diagnostic Tool	4256	WQ8MAXISYSMY906	001.434	Machinery/E quipment	11/20/2018	6975	491-Fleet	
2 Ton Mobile Gantry crane and 2 ton cm electric chain host	4425	VK0043-001	001.434	Machinery/E quipment	4/6/2018	12574.17	Fleet	
Ammco Four Post Truck Lift	4114	P130300000089605	001.434	Machinery/E quipment	3/27/2013	14702.32	491-Fleet	
Diagnostic Tool	4127	2BTSAG8847	001.434	Machinery/E quipment	10/24/2012	5549	491-Fleet	?
Meyer Snow Plow	3973	FDAF57Y78E94318	001.434	Machinery/E quipment	9/30/2007	6464	491-Fleet	Disposed
Rugby FDS 9-4 Fold Down side dump body	3974	255760	001.434	Machinery/E quipment	8/24/2007	7890	491-Fleet	
Ammco Vehicle Lift	3921	203F01241	001.434	Machinery/E quipment	11/22/2004	5290.95	491-Fleet	
1978 FORD 3/4 TON SERVICE BODY	1891	F27HRCC0301	001.434	6	9/1/1999	2500	M 101	Disposed
1986 Ford Ranger	2681	1FTFF25H8HPA60579	001.434	Vehicles	1/1/1986	6383	491-Fleet	Disposed
2008 Ford F250 Super Duty Pickup	3976	1FTNF251X8EA94316	001.434	Vehicles	5/1/2007	18744.77	491-Fleet	2022 Disposing
2016 Nissan Frontier	4188	1N6AD0EV8GN732903	001.434	Vehicles	8/17/2016	24872.6	Parks	
2018 Nissan Frontier	4253	1N6AD0EV0JN764672	001.434	Vehicles	10/12/2018	27899	491-Fleet	
2018 Dodge Ram with Strobe light and bar	4254	3C7WRTBLJG104688	001.434	Vehicles	10/26/2018	45422.8	491-Fleet	
2009 Chevrolet Silverado	4257	1GBJK74K49E150216	001.434	Vehicles	1/29/2019	21500	Public Works	
2017 Peterbilt Model 348 S237	4291	2NP3LJ0X7MM753811	001.434	Vehicles	12/5/2019	93749	431-Streets	
Water Truck Build Out for S237--Asset4291	4291A	2NP3LJ0X7MM753811	001.434	Vehicles	4/27/2021	17338.92	431-Streets	
2021 Hyundai Tucson	4327	KM8J2CA4XMU286578	001.434	Vehicles	3/11/2021	21837.11	City Hall	
2021 Hyundai Tucson	4329	KM8J2CA49MU364204	001.434	Vehicles	3/11/2021	21837.12	City Hall	
2021 Hyundai Tucson	4330	KM8J2CA40MU294723	001.434	Vehicles	3/11/2021	21967.62	City Hall	
2021 GMC Sierra 2500 P130	4331	1GT59LE74MF244580	001.434	Vehicles	4/20/2021	33171	Parks	
2021 Chevy Silverado 6500 Medium Duty	4368	1HTKJPBM4MH649370	001.434	Vehicles	11/23/2021	55044.43	Fleet	
2022 GMC 3500HD F101	4370	1GT49SE77NF209751	001.434	Vehicles	1/31/2022	37327.8	Fleet	

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Nikon S6000 Digital Camera

TAG# 5442 SERIAL # 30356104 MODEL# S6000

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howells*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1978 Ford F150

Disposed of 05/05/15

TAG# 1842 SERIAL # F15BRCE8147 MODEL# F150

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

Victoria Howell  
 ASSET MANAGER SIGNATURE

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1992 Cushman Mower

TAG# 1844 SERIAL # 633313 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

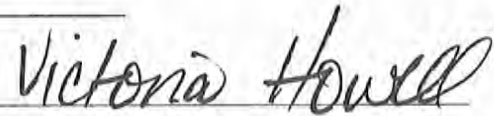
- ABANDONED IN PLACE
- DESTROYED / DISPOSED
- SOLD AT AUCTION SELLING PRICE \_\_\_\_\_
- SOLD SELLING PRICE \_\_\_\_\_
- TRADED IN CASH VALUE/TRADE IN \_\_\_\_\_
- OTHER: \_\_\_\_\_

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

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE



ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Copier Lanier

TAG# 2470 SERIAL # 111649 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES  NO   
 USEFUL LIFE OF ASSET INCREASED YES  NO

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Radio Console Motorola

TAG# 2655 SERIAL # 3101012310055 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

REPLACED YES    NO     
 USEFUL LIFE OF ASSET INCREASED YES    NO   

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED SIGNATURE Victoria Howard  
 ASSET MANAGER SIGNATURE

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

KAWASAKI 4X4

Disposed of 11/3/15

TAG# 3858 SERIAL # B522610 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES    NO     
USEFUL LIFE OF ASSET INCREASED YES    NO   

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Toro Proline 120 Riding Mower

TAG# 3859 SERIAL # 30610-690247 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Excel 4600 Riding Mower R-Wing

Tag #: 3864, 3864a, 3864b, 3864c Serial: 7032214; 6111295; 7011616; 7011748

TAG# \_\_\_\_\_ SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

*Victoria Howell*

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

45 Picnic Tables Wood 8'

TAG# 10072 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks DEPT.# 443 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

30 Picnic Tables Wood 8'

TAG# 10074 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

*Victoria Howell*

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

Parks

Description	Tag	Serial	Dept	Class	ACQ Date	Original Cost	Notes
✓ 1978 FORD F 150	✓ 1842	F15BRCE8147	001.443	6	10/1/1978	3000	Surplused
✓ 1991 Ford LTD White	✓ 2983	2FACP72F4MX156834	001.443	Vehicles	1/1/1984	16297	Surplused
✓ 92 Ford Crown Victoria White	✓ 2995	2FACP72WONX233023	001.443	Vehicles	1/1/1992	15195	Surplused
✓ 1990 Chevy C1500 PU Truck	✓ 3608	1GCDC14Z1LZ193525	001.443	Vehicles	4/1/1998	6125	Surplused
✓ 1990 Chevy C1500 PU Truck	✓ 3610	1GCDC14Z9LZ193935	001.443	Vehicles	11/1/1998	5000	Surplused
✓ Kawasaki 4X4	✓ 3858	B522610	001.443	Vehicles	3/1/1999	8256	Surplused
2004 1/2 ton GMC Pickup	3907	1GTEC14V84Z321326	001.443	Vehicles	3/29/2004	15559.9	Surplused
2004 F450 with hydraulic dump box	3908	1FDXF46S74ED47858	001.443	Vehicles	3/30/2004	26874.38	
2006 Ford F450 w/Dump Body	3938	1FDXF46Y66ED71933	001.443	Vehicles	5/24/2006	32583.27	
2007 Ford F150 Pickup	3978	1FTRF12217NA46959	001.443	Vehicles	3/16/2007	13998.15	
2007 Ford F150 Pickup	3979	1FTRF12247KC47272	001.443	Vehicles	3/16/2007	13998.15	
2010 Ford F250 4 Door Cab Pick-Up	4061	1FTSW2A58AEB09694	001.443	Vehicles	12/22/2009	21956.32	
2010 Ford F250 Super Duty 4x4 Pick-up 2 Door White	4063	1FTNF2B55AEA79923	001.443	Vehicles	1/6/2010	23433	
2010 Ford F250 Super Duty 4x4 Pick-up 2 Door White	4064	1FTNF2B57EA67157	001.443	Vehicles	1/6/2010	24258	
2011 Ford F150 2wd Supercab XL	4084	1FTVX1CF6BKD35178	001.443	Vehicles	4/12/2011	20371.95	
2005 Ford E350 Ext Wagon (van)	4087	1FBSS31L85HB13222	001.443	Vehicles	8/29/2011	13514	
2012 FORD F250 PICK-UP	4096	1FTBF2B60CEC69014	001.443	Vehicles	10/1/2012	20694	
1992 International Bus Diesel, 72 passenger	4134	1HVBBPTN6NH444290	001.443	Vehicles	6/2/2014	3500	
2014 Ford F150 Pick-up P123	4145	1FTNF1CF1EKF39846	001.443	Vehicles	9/3/2014	18563	
2015 F250 Ford Utilty Truck	4146	1FDBF2A67FEB14493	001.443	Vehicles	10/13/2014	27103	

Disposed

11/5/10

1/5/10  
9/22/07

Still Have it



Neco 2015 PJ Flatbed Trailer	4149	4P5F82328F220006	001.443	Vehicles	10/17/2014	6172.94	
2021 Chevrolet Silverado 2500HD	4313	1GC5YLE77MF127384	001.443	Vehicles	12/7/2020	29744.2	
V-Series, 2019 Charcoal Trailer with ramp and ladder rack	5529	5NHUVH22XKF714652	001.443	6	8/22/2018	4245	
1994 Ford Crown Victoria	✓ 3771	2FALP71W8RX191837	001.444	6	2/8/2001	1500	Surplused
Landpride Flail Mower	4308	1537114	001.443	Machinery/ Equipment	9/30/2020	7567	
P&R Master Plan FY 2020	10977		001.443	Machinery/ Equipment	9/30/2020	132657.05	
ProCore 1298 Aerator	4297	407138522	001.443	Machinery/ Equipment	6/9/2020	33306.9	
Verticutter VC 60	4302	1101	001.443	Machinery/ Equipment	6/5/2020	4200	ASL Handi
Workman GTX Extended Electric UTV	4299	46629758	001.443	Machinery/ Equipment	5/28/2020	13583.48	
Workman GTX Extended Electric UTV	4300	406629764	001.443	Machinery/ Equipment	5/28/2020	13583.48	
JCB Forklift with man cage & bucket	4296	2930208	001.443	Machinery/ Equipment	5/6/2020	92259	
Toro Outcross with cargo bed, loader selector valve and bucket	4293	40566854	001.443	Machinery/ Equipment	5/5/2020	83162.58	
MH-400 Material Handler w/twin spinner	5601	407004932	001.443	Machinery/ Equipment	4/27/2020	28490.15	
Toro Groundsmaster 1200 mower	4295	406719735	001.443	Machinery/ Equipment	4/17/2020	23300.48	
Pro Force Debris Blower	5600	405660433	001.443	Machinery/ Equipment	4/14/2020	7646.87	
Foamstream M-1200 Unit with Attachments	4294	FM181	001.443	Machinery/ Equipment	3/31/2020	39963	
Playground Equipment and benches Beck Park	336		001.443	Machinery/ Equipment	9/30/2019	42220.3	
P&R Master Plan FY19	308	P & R Master Plan FY19	001.443	Machinery/ Equipment	9/30/2019	44377.08	
Black Bay Master Plan	309	Black Bay Master Plan FY 19	001.443	Machinery/ Equipment	9/30/2019	63566.4	
Clearing Saw/Brush Trimmer FS 360C-em	5572	184029020	001.443	Machinery/ Equipment	9/20/2019	899.96	
Toro Groundsmaster 5900 Mower	4274	316000285	001.443	Machinery/ Equipment	3/7/2019	79300	

TurboVac TV40RE EngDrive w/o Rotor	4272	TV0RE18A33	001.443	Machinery/ Equipment	2/15/2019	25067
TurboVac TV40RE EngDrive w/o Rotor	4273	TV0RE18A38	001.443	Machinery/ Equipment	2/15/2019	23167
54" JD Z920M mower	4258	1TC920MVVJT070241	001.443	Machinery/ Equipment	12/26/2018	8677.42
48" JD Mower	4259	1TC920MACJS070082	001.443	Machinery/ Equipment	12/26/2018	8419.18
DMT 16 Deck mounted Trimmer	4271	<i>Ask Randi</i>	001.443	Machinery/ Equipment	12/5/2018	1695
Clearspan Tent and Poles	4279		001.443	Machinery/ Equipment	10/26/2018	19822
40 Picnic Tables Frames	00000 114		001.443	Machinery/ Equipment	9/12/2018	12570.59
Groundsmaster 4500-D with windshield, leaf mulching and ROPS extension kits	4222	401230258	001.443	Machinery/ Equipment	1/2/2018	66296.89
2018 Bobcat Toolcat Loader - 5610 with 62" Skid Loader	4223- 4226		001.443	Machinery/ Equipment	12/19/2017	65778.32
2018 Carhauler Tilt Trailer; Split Title Custom	4211	4P5T62429J1283678	001.443	Machinery/ Equipment	9/28/2017	6568
2017 Kubota RTV and Kubota 72" Blade V5290, Screen Bar Rear	4212	A5KC2GDBJHG135276	001.443	Machinery/ Equipment	9/28/2017	22675
Toro Z-Master Mower with 72" Deck	4215	401358363	001.443	Machinery/ Equipment	9/26/2017	16699
Toro 74518 48" Grandstand 23HP Lawn Mower	4206	316000206	001.443	Machinery/ Equipment	9/18/2017	7559
Kubota Tractor with TL-V Loader/Backhoe with 24" SN:A0689; BT2400V Bucket SN:A0675 with 24" Bucket, Kubota 12" QT	4205	50746	001.443	Machinery/ Equipment	9/6/2017	61425
30 Bike Racks: Powder Coating and Rotary Decals	4176		001.443	Machinery/ Equipment	9/30/2016	5647.46
P&R Master Plan	10914	CIP 443 4 & CIP 443 4A	001.443	Machinery/ Equipment	9/30/2016	114711.17
Lumberjack series pump track equipment kit	4160		001.443	Machinery/ Equipment	12/14/2015	35071.72
Toro 5040 Sand Pro; including rear mount tooth rate, front lift frame, front flex blade, solid time tool bar, and mid-mount	4164	315000603	001.443	Machinery/ Equipment	11/24/2015	20740.07
Toro Z-Master 72" Mower	4143	314000255	001.443	Machinery/ Equipment	9/30/2014	12953
Toro Grandstand 36" Stand up Mower	4144	314000131	001.443	Machinery/ Equipment	9/30/2014	6268
1 Lumberjack Speed Ring	4133		001.443	Machinery/ Equipment	8/5/2014	22500

2014 Kubota RTV Diesel Utility Vehicle	4131	12401	001.443	Machinery/Equipment	3/14/2014	22058	
P&R Master Plan	10849		001.443	Machinery/Equipment	9/30/2013	5130	
Toro Z Master - with 72" Deck 25hp Kubota DSL	4091	311000211	001.443	Machinery/Equipment	9/28/2011	12511	
Toro Grandstand w/48" Deck and 24HP Kawasaki	4090	310000207	001.443	Machinery/Equipment	9/14/2011	6640	
2000 Classem Sod Cutter R300	4567	1C9AA0818YN744031	001.443	Machinery/Equipment	6/30/2011	800	
Nikon S6000 Digital Camera	✓ 5442	✓ 30356104	001.443	Machinery/Equipment	3/3/2011	150	disposed
TopCon Laser Level	4560	Q73545	001.443	Machinery/Equipment	2/16/2011	665.35	
Craftsman Air Compressor 27 Gallon	4559	J312612760A	001.443	Machinery/Equipment	2/10/2011	500	
Nikon CoolPix Digital Camera with Case and 4GB Card	4549	30274953	001.443	Machinery/Equipment	1/6/2011	173.97	
Snow Dogg EX80 Plow and Kit	4556	5593	001.443	Machinery/Equipment	12/14/2010	3736.1	
Brillion Sure Stand Grass Seeder	4066	171711	001.443	Machinery/Equipment	3/16/2010	9000	Will Be Disposed
JD 990 Tractor with front loader	3977	LV0990G791268	001.443	Machinery/Equipment	4/23/2007	17775	Will Be Disposed
Smithco G-Star Bunker Rake	3971	G432	001.443	Machinery/Equipment	3/23/2007	9750	
Heavy duty play set	10561		001.443	Machinery/Equipment	8/16/2006	8500	
Skybuilder Playground Equipment - Beck Park	10559		001.443	Machinery/Equipment	12/21/2005	35142	
3633 Small Hexagonal Playground Equip	10461		001.443	Machinery/Equipment	9/10/2003	11639	
Micro Mower	10469		001.443	Machinery/Equipment	4/1/2003	11342	Traded in
Video Surveillance Equipment	10468		001.443	Machinery/Equipment	3/1/2003	5000	
Bleachers	10458		001.443	Machinery/Equipment	11/26/2001	6796	
Fitness Cluster	10082		001.443	Machinery/Equipment	4/1/1999	5032	
Excel 4600 Riding Mower R-Wing	✓ 3864b	✓	001.443	Machinery/Equipment	4/1/1998	6057.75	Surplused

Disposed FY22  
 Disposed FY22

Disposed FY22

✓	Excel 4600 Riding Mower Deck	✓	3864a		001.443	Machinery/ Equipment	4/1/1998	6057.75	Surplused
✓	Excel 4600 Riding Mower L-Wing	✓	3864c		001.443	Machinery/ Equipment	4/1/1998	6057.75	Surplused
✓	Excel 4600 Riding Mower	✓	3864	7032214; 6111295; 7011616; 7011748	001.443	Machinery/ Equipment	4/1/1998	6057.75	Surplused
	Hydroseeder		3863	20489	001.443	Machinery/ Equipment	8/1/1996	9000	
	Backstop Addition		10078		001.443	Machinery/ Equipment	4/1/1996	6701	
✓	Toro Proline 120 Riding Mower	✓	3859	30610-690247	001.443	Machinery/ Equipment	4/1/1996	5175	Surplused
	Playground Equip Castle		3243		001.443	Machinery/ Equipment	4/1/1995	21100	
✓	Copier Lanier	✓	2470	111649	001.443	Machinery/ Equipment	10/1/1992	8917	Surplused
✓	1992 Cushman Mower	✓	1844	633313	001.443	Machinery/ Equipment	8/1/1992	10000	Surplused
✓	1992 Olathe Sweeper	✓	1835		001.443	Machinery/ Equipment	1/1/1991	10500	Surplused
✓	Radio Consol Motorola	✓	2655	3101012310055	001.443	Machinery/ Equipment	1/1/1989	25000	Surplused
✓	45 Picnic Tables Wood 8'	✓	10072		001.443	Machinery/ Equipment	6/1/1976	5760	disposed
✓	30 Picnic Tables Wood 8'	✓	10074		001.443	Machinery/ Equipment	6/1/1976	6000	disposed

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

2005 Buick Sedan

Disposed of 06/20/17

TAG# 3924 SERIAL # 2G4WS52J751127925 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES . - NO   
 USEFUL LIFE OF ASSET INCREASED YES . - NO

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

2001 Chevrolet Impalla

Disposed of 10/18/16

TAG# 3871 SERIAL # 2G1WF55K919273731 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1999 Ford Crown Victoria

Disposed of 11/3/15

TAG# 3781 SERIAL # 2FAFP71W9XX161417 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES - NO ✓  
 USEFUL LIFE OF ASSET INCREASED YES - NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

Sold to City of Dalton Gardens

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Police Dept DEPT.# 421 DATE: \_\_\_\_\_ OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER

ASSET DESCRIPTION: 1998 MPH Speed trailer

TAG# 3697 SERIAL # DS 3644000068 MODEL# DS 3990644

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

SELLING PRICE \_\_\_\_\_  
SELLING PRICE \$500.00  
CASH VALUE/TRADE IN \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

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

Victorino Howell  
ASSET MANAGER SIGNATURE

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

DVD Robot Automated DVD Burner

TAG# 1022 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Police Dept DEPT.# 001.421 DATE: OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
OTHER Vehicle

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

Eyewitness System #39

TAG# 3725 SERIAL # ES17334 MODEL#

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE
SELLING PRICE
CASH VALUE/TRADE IN

OTHER:

- LOST Please attach police report
STOLEN Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001,421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Eyewitness System #34

TAG# 3730 SERIAL # ES04608 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO ✓  
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Eyewitness System #26

TAG# 3733 SERIAL # 888-8888-03 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Eyewitness System #23

TAG# 3735 SERIAL # ES10812 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

REPLACED YES - NO ✓  
USEFUL LIFE OF ASSET INCREASED YES - NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Eyewitness System #25

TAG# 3736 SERIAL # 888-8888-03 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
 AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Eyewitness System #5

TAG# 3768 SERIAL # ES04611 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Eyewitness System

TAG# 3867 SERIAL # ES04514 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Eyewitness Video Camera

TAG# 3872 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO

USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Dew Nxt Clear Comm- Car Video System

TAG# 3949 SERIAL # IA03216 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

M5-11 Mobile Data System

TAG# 3959 SERIAL # 26318 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO ✓  
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

M5-11 Mobile Data System

TAG# 3960 SERIAL # 26319 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

M5-11 Mobile Data System

TAG# 3961 SERIAL # 26320 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.427 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Mobile Data System

TAG# 3965 SERIAL # 26317 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Mobile Data System

TAG# 4021 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES - NO ✓  
 USEFUL LIFE OF ASSET INCREASED YES - NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Police Dept DEPT.# 001.421 DATE: OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
OTHER Vehicle

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

Mobile Data System

TAG# 4022 SERIAL # MODEL#

REASON FOR DISPOSAL (MANDATORY):

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

OTHER:

- LOST
Please attach police report
STOLEN
Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Mobile Data System

TAG# 4023 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.427 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Mobile Data Radios

18758705

TAG# 4024 SERIAL # GPG36085-ADBOB MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

CineMassive Quad Meridian 20D Array

TAG# 4052 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Quad Core Xeon E5405 Processor 2x6MB Cache 2.0GHz 1333MHz FSB PE2950

TAG# 4054 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO   
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: 2  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

TOPCAM 2 System IR Camera

TAG# 4057 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO   
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Poweredge R710 w/ Chassis for Up to Six 3.5" Hard Drives

TAG# 4058 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES . - NO   
 USEFUL LIFE OF ASSET INCREASED YES . - NO

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Mail Server

TAG# 4060 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES - - NO ✓  
 USEFUL LIFE OF ASSET INCREASED YES - - NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Network Storage Computer

TAG# 4130 SERIAL # BRT9H02 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

LS 1100 Digital Livescan Fingerprinting System

TAG# 4220 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE:             
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:           

HP Pavilion DV4-1548DX

TAG# 4551 SERIAL # 3CE9470DDW MODEL#           

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES - NO ✓  
USEFUL LIFE OF ASSET INCREASED YES - NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Dell Optiplex 960

TAG# 4554 SERIAL # 2ZRFNN1 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO ✓  
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Dell Optiplex 960

TAG# 4557 SERIAL # FP9WPN1 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

7210 Server w/ Monitor

TAG# 10444 SERIAL # 19508236 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO   
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Wireless Project- Grant

TAG# 10483 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES - NO ✓  
 USEFUL LIFE OF ASSET INCREASED YES - NO ✓

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

LLEGB Grant- Video Equipment

TAG# 10484 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

REPLACED YES . - NO   
 USEFUL LIFE OF ASSET INCREASED YES . - NO

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL \_\_\_\_\_

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Car Computer Equipment- Grant

TAG# 10485 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

ALPR Unit (Bridge Camera System)

TAG# 10611 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Bridge Camera System

TAG# 10700 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Mobile Data System

TAG# 10738 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Microwave Project- install a link from PFPD to Kootenai County Sheriff's Office

TAG# 10791 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL **(MANDATORY)**:

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Police Dept DEPT.# 001.421 DATE: \_\_\_\_\_  
OF DISPOSAL \_\_\_\_\_

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER Vehicle \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

\_\_\_\_\_ New Car Computers \_\_\_\_\_

TAG# 10807 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL **(MANDATORY)**:

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

yellow are gone

Description	Tag	Serial	Departm	Class	ACQ Date	Location	
2000 Kawasaki KZ100 Motorcycle	PFPD 37	3695	JKAKZCP21YB518443	001.421	Vehicles	8/1/2000	421-Police
1989 KAWASAKI MOTORCYCLE w/ title	PFPD 29 ✓	3696	JKAKZCP27KB506563	001.421	6	4/23/1996	Car 29
1989 KAWASAKI MOTORCYCLE	P ✓	3698	JKAKZCP21KB506512	001.421	6	4/23/1996	Car 28
2001 Chevy Impalla	Form ✓	3701	2G1WF55K719270701	001.421	Vehicles	3/1/2001	421-Police
1999 Ford Crown Victoria w/ copy of title	✓	3729	2FAFP71W9XX161418	001.421	Vehicles	4/1/1999	421-Police
1998 Ford Crown Victoria w/ copy of title	✓	3762	2FAFP71WOWX164088	001.421	Vehicles	6/1/1998	421-Police
1999 Ford Crown Victoria	✓	3781	2FAFP71W9XX161417	001.421	Vehicles	4/1/1999	421-Police
2001 Chevrolet Impalla w/ copy of title	✓	3871	2G1WF55K919273731	001.421	Vehicles	3/1/2001	421-Police
2005 Buick Sedan	✓	3924	2G4WS52J751127925	001.421	Vehicles	3/15/2005	421-Police
2005 Chevrolet Impalla	PFPD 70	3934	2G1WF55K059349309	001.421	Vehicles	5/12/2005	421-Police
2006 Chevrolet Impalla	PFPD 73	3947	2G1WS551369405196	001.421	Vehicles	7/21/2006	421-Police
2007 Chevrolet Impala	PFPD 74	3962	2G1WS5R279370819	001.421	Vehicles	6/30/2007	421-Police
2007 Chevrolet Impala	PFPD 78	3963	2G1WS55RX79369725	001.421	Vehicles	6/30/2007	421-Police
2007 Chevrolet Impala	PFPD 79	4004	2G1WS55RX79369904	001.421	Vehicles	6/30/2007	421-Police
2008 Chevrolet Impala	PFPD 86	4011	2G1WS553X81348417	001.421	Vehicles	8/11/2008	421-Police
2008 Chevrolet Impala	87	4012	2G1WS553X81351074	001.421	Vehicles	8/11/2008	421-Police
2008 Chevrolet Impala	88	4013	2G1WS553481346467	001.421	Vehicles	8/11/2008	421-Police
2009 Chevy Tahoe	92	4041	1GNFK03069R229928	001.421	Vehicles	6/9/2009	421-Police
2009 Chevy Tahoe	91	4042	1GNFK03019R229836	001.421	Vehicles	6/9/2009	421-Police
2009 Chevy Tahoe	93	4043	1GNFK03079R229954	001.421	Vehicles	6/9/2009	421-Police
2010 Chevrolet Impala plus Vehicle Outfitting	PFPD 1	4067	2G1WD5EMXA1204214	001.421	Vehicles	4/5/2010	Police Station
2010 Chevrolet Impala plus Vehicle Outfitting	97	4068	2G1WD5EM2A1206443	001.421	Vehicles	4/5/2010	Police Station
2010 Chevrolet Impala plus Vehicle Outfitting	99	4069	2G1WD5EM5A1205772	001.421	Vehicles	4/5/2010	Police Station
2010 Chevrolet Impala plus Vehicle Outfitting	96	4070	2G1WD5EM7A1204526	001.421	Vehicles	4/5/2010	Police Station
2010 Chevrolet Impala plus Vehicle Outfitting	98	4071	2G1WD5EM3A1205799	001.421	Vehicles	4/5/2010	Police Station
2011 Yamaha Rhino	BRF 505	4072	5YYAM16Y9BA016486	001.421	Vehicles	9/14/2010	Police Station
2010 Kawasaki Concours 14 Police Motorcycle	PFPD 9	4073	JKBZGNC10AA001767	001.421	Vehicles	9/2/2010	Police Station
2010 Kawasaki Concours 14	PFPD 8	4074	JKBZGNC13AA002007	001.421	Vehicles	9/2/2010	Police Station
2008 Dodge Charger	KZ5834	4078	2B3KA33G48H308782	001.421	Vehicles	11/24/2010	421-Police
2008 Dodge Charger	PFPD 103	4079	2B3LA43H18H285299	001.421	Vehicles	1/14/2011	421-Police
2011 Chevy Impala Car #100	PFPD 100	4085	2G1WD5EM7B1291894	001.421	Vehicles	7/11/2011	Police Station
2011 Chevy Impala Car #101	101	4086	2G1WD5EM8B1289703	001.421	Vehicles	7/11/2011	Police Station
2010 Dodge Charger Car 106	106	4092	2B3AA4CV6AH304223	001.421	Vehicles	9/30/2011	Police Station

2010 Dodge Charger Car 105 & Equipment	PFPD 105	4093	2B3AA4CV8AH304224	001.421	Vehicles	9/30/2011	Police Station
2010 Dodge Charger Car 104 & Equipment	PFPD 104	4094	2B3CA4CV2AH282018	001.421	Vehicles	9/30/2011	Police Station
* Radar Trailer		4116	1M9US111OCD597029	001.421	Vehicles	12/12/2012	421-Police
2014 Chevrolet Impala Car 115 ✓		4136	2G1WD5E31E1180186	001.421	Vehicles	9/18/2014	421-Police
2014 Chevrolet Impala Car 114 ✓		4137	2G1WD5E36E1180099	001.421	Vehicles	9/18/2014	421-Police
2014 Chevy Impala Car #PD117	signed off title	4148 →	2G1WD5E34E1179579	001.421	Vehicles	11/24/2014	421-Police
2015 Chevy Impala PFPD118 ✓		4154	2G1WD5E32F1163544	001.421	Vehicles	9/30/2015	421-Police
2015 Chevy Impala PFPD119 ✓		4155	2G1WD5E34F1163707	001.421	Vehicles	9/30/2015	421-Police
2015 Chevy Impala PFPD120 ✓		4156	2G1WD5E34F1163464	001.421	Vehicles	9/30/2015	421-Police
2016 Chevy Impala	121	4173	2G1WD5E36G1146585	001.421	Vehicles	3/24/2016	421-Police
2016 Chevy Impala	122	4174	2G1WD5E36G1148481	001.421	Vehicles	3/24/2016	421-Police
2016 Chevy Impala	123	4175	2G1WD5E37G1147244	001.421	Vehicles	3/24/2016	421-Police
2014 Dodge Charger PFPD 127 ✓		4179	2C3CDXKT8EH279772	001.421	Vehicles	10/24/2016	421-Police
2014 Chevrolet Equinox, Mileage is 31,652	128	4195	2GNFLEEK6E6252981	001.421	Vehicles	4/28/2017	421-Police
* White 2017 Ford Explorer, Mileage Reads "10"; Assigned as #P		4201	133 1FM5K8AR9HGD13669	001.421	Vehicles	7/24/2017	421-Police
White 2017 Ford Explorer, Mileage Reads as "10"; Assigned as		4202	131 1FM5K8AR5HGD13670	001.421	Vehicles	7/24/2017	421-Police
White 2017 Ford Explorer, Mileage Reads As "10"; Assigned as		4203	132 1FM5K8AR7HGD13671	001.421	Vehicles	7/24/2017	421-Police
Gray 2017 Ford Explorer, Mileage Reads As "10"; Assigned as		4204	129 1FM5K8AR9HGD13672	001.421	Vehicles	7/24/2017	421-Police
2018 Ford Explorer		4232	135 1FM5K8AR2JGB34069	001.421	Vehicles	4/27/2018	421-Police
2018 Ford Explorer		4233	134 1FM5K8AR0JGB34068	001.421	Vehicles	4/27/2018	421-Police
2018 Ford Explorer		4234	136 1FM5K8AR9JGB34070	001.421	Vehicles	4/27/2018	421-Police
2018 Hyundai Tucson PFPD 138 ✓	137	4246	KM8J3CA27JU690722	001.421	Vehicles	9/26/2018	421-Police
2018 Hyundai Tucson PFPD 137	138	4247	KM8J3CA49JU612072	001.421	Vehicles	9/26/2018	421-Police
2017 Chevrolet Traverse	139	4249	16NKVGKDSHJ115390	001.421	Vehicles	9/30/2018	421-Police
2019 Dodge Charger		4260	2C3CDXKT1KH600224	001.421	Vehicles	4/17/2019	Police Station
2019 Dodge Charger		4261	2C3CDXKTXXH600223	001.421	Vehicles	4/17/2019	Police Station
2019 Dodge Charger		4262	2C3CDXKTXXH600225	001.421	Vehicles	4/17/2019	Police Station
2019 Hyundai Tucson		4276	KMBJ2CA46K0053097	001.421	Vehicles	9/30/2019	Police Station
2021 Dodge Charge, Mileage 7PFPD145		4314	2C3CDXKG4MH520017	001.421	Vehicles	2/9/2021	Police Station
2021 Dodge Charge, Mileage 7PFPD149		4315	2C3CDXKGMH526081	001.421	Vehicles	2/9/2021	Police Station
2021 Dodge Charge, Mileage 7PFPD147		4316	2C3CDXKG1MH526079	001.421	Vehicles	2/9/2021	Police Station
2021 Dodge Charge, Mileage 7PFPD144		4317	2C3CDXKG4MH512998	001.421	Vehicles	2/9/2021	Police Station
2021 Dodge Charge, Mileage 7PFPD146		4318	2C3CDXKGMH526078	001.421	Vehicles	2/9/2021	Police Station
2021 Dodge Charge, Mileage 7PFPD148		4319	2C3CDXKG8MH526080	001.421	Vehicles	2/9/2021	Police Station
6 X 12 Victory Single Axle Trailer (vehicle #202)		4716	4RACS1211DN088405	001.421	6	10/8/2013	421-Police



High Side Utility Trailer PD203	4783	4YMUL1417FN002516	001.421	6	10/23/2014	421-Police
2016 Carry On Cargo Trailer	4908	4YMCL1217GR002203	001.421	6	7/21/2016	421-Police
2013 Chevy Tahoe PFPD 108	5448	IGNSK2E08DR304113	001.421	Vehicles	6/3/2013	421-Police
2013 Chevy Impala PFPD 109	5449	2G1WD5E3801247350	001.421	Vehicles	6/3/2013	421-Police
2013 Chevy Impala PFPD 110	5450	2G1WD5E32D1247005	001.421	Vehicles	6/3/2013	421-Police
2013 Chevy Impala PFPD 111	5451	2G1WDSE39D1248054	001.421	Vehicles	6/3/2013	421-Police
2012 Chevrolet Utility Van PFPD 112	5452	1GAZG1FGBC1136137	001.421	Vehicles	7/2/2013	421-Police
2002 Isuzu Trooper Car 107 <i>w/ title copy signed</i>	5453	JACDJ58X127J08309	001.421	6	8/12/2013	421-Police
MRAP/MAXXPRO Armored Vehicle Rescue1	5454	1HTWEADR08J669839	001.421	Vehicles	9/14/2013	421-Police
2006 Chev Trailblazer	4055	1GNET16M46128025	001.423	Vehicles	1/7/2009	Police Station
2006 Chrysler 300	4056	2C3KA53G56H375774	001.423	Vehicles	3/9/2009	Police Station
2008 Dodge Charger	4075	2B3KA43R68H326918	001.423	Vehicles	1/22/2010	Oasis Office
2007 Dodge Charger	4029	2B3KA43G27H772870	007.425	Vehicles	3/25/2008	545-Drug Seizure
2016 Ford Interceptor Utility AWD	4170	1FM5K8AR3GGD16209	007.425	Vehicles	6/14/2016	427-Animal Control
Microwave Project - install a link from Post Falls PD to Kootenai	351		001.421	Machinery/Equip	12/2/2019	Police Station
Security Camera Upgrade	4277		001.421	Machinery/Equip	9/30/2019	421-Police
Video Equipment	4268		001.421	Machinery/Equip	9/17/2019	Police Station
Video Equipment	4266		001.421	Machinery/Equip	8/8/2019	Police Station
Telephone Upgrade	271		001.421	Machinery/Equip	8/7/2019	421-Police
Cell Phone Sally Costume	4263		001.421	Machinery/Equip	2/6/2019	421-Police
M8 System; Core i7 Processor, Touchscreen Display, Camera	4250		001.421	Machinery/Equip	1/3/2019	Police Station
M8 System; Core i7 Processor, Touchscreen Display, Camera	4251		001.421	Machinery/Equip	1/3/2019	Police Station
M8 System; Core i7 Processor, Touchscreen Display, Camera	4252		001.421	Machinery/Equip	1/3/2019	Police Station
Dell Network Attached Storage Servers	4237	CJ6GCP2	001.421	Machinery/Equip	5/5/2018	Police Station
Dell Network attached storage servers	4238	CJ78CP2	001.421	Machinery/Equip	5/5/2018	Police Station
Fortinet Network Firewall	4235	FG201ETK18900570	001.421	Machinery/Equip	4/20/2018	421-Police
Fortinet Network Firewall	4236	FG201ETK18900540	001.421	Machinery/Equip	4/20/2018	421-Police
<b>LS 1100 DIGITAL LIVESCAN FINGERPRINTING SYSTEM</b>	4220		001.421	Machinery/Equip	3/30/2017	421-Police
Camera System for New Car/Standard Two Camera System Pa	4959	18-2521	001.421	Machinery/Equip	2/3/2017	421-Police
Camera System for New Car/Standard Two Camera System Pa	4960	18-2522	001.421	Machinery/Equip	2/3/2017	421-Police
Camera System for New Car/Standard Two Camera Package,	4958	18-2520	001.421	Machinery/Equip	2/2/2017	421-Police
Computer System for K9 Vehicle - PFPD124/M7 System, Core	4191	41139	001.421	Machinery/Equip	12/28/2016	421-Police
Computers for new cars: M7 SYSTEM; CORE i7 PROCESSOR	4168	40620	001.421	Machinery/Equip	6/27/2016	421-Police
Computers for new cars: M7 SYSTEM; CORE i7 PROCESSOR	4167	40619	001.421	Machinery/Equip	6/27/2016	421-Police
Computers for new cars: M7 SYSTEM; CORE i7 PROCESSOR	4166	40618	001.421	Machinery/Equip	6/27/2016	421-Police

Power Vault MD1200 2018	✓	4157	CV43W52	001.421	Machinery/Equip	9/30/2015	421-Police
Power Vault MD1200 2018	✓	4158	CV44W52	001.421	Machinery/Equip	9/30/2015	421-Police
Telephone Upgrade		10891		001.421	Machinery/Equip	9/30/2015	421-Police
Data 911 Computers		10884		001.421	Machinery/Equip	9/30/2014	421-Police
Titan M7V Video Mobile Data Computer		4142	41002322	001.421	Machinery/Equip	9/12/2014	421-Police
Titan M7V Video Mobile Data Computer		4141	41002321	001.421	Machinery/Equip	9/12/2014	421-Police
Titan M7V Video Mobile Data Computer		4140	41002320	001.421	Machinery/Equip	9/12/2014	421-Police
Titan M7V Video Mobile Data Computer		4139	41002319	001.421	Machinery/Equip	9/12/2014	421-Police
APX7500 Singal Band Radio		4138	761CQH0178	001.421	Machinery/Equip	4/15/2014	421-Police
Nework Storage Computer 2018	✓	4129	BRTCH02	001.421	Machinery/Equip	3/4/2014	421-Police
Network Storage Computer 2018	✓	4130	BRT9H02	001.421	Machinery/Equip	3/4/2014	421-Police
Evidence Room Cameras		10854		001.421	Machinery/Equip	9/30/2013	421-Police
DVD Robot automated DVD Burner 2014	✓	1022		001.421	Machinery/Equip	6/1/2012	Police Station
New Car Computers	✓	10807		001.421	Machinery/Equip	9/30/2011	Police Station
New Car Equipment		10808		001.421	Machinery/Equip	9/21/2011	Police Station
LED Lighting at the Police Department		10781		001.421	Machinery/Equip	8/25/2011	421-Police
HP Pavilion DV4-1548DX	✓	4551	3CE9470DDW	001.421	Machinery/Equip	2/1/2011	421-Police
Dell Optiplex 960	✓	4557	FP9WPN1	001.421	Machinery/Equip	12/10/2010	421-Police
Optiplex 960	✓	4553	2ZSCNN1	001.421	Machinery/Equip	11/12/2010	421-Police
Optiplex 960	✓	4554	2ZRFNN1	001.421	Machinery/Equip	11/12/2010	421-Police
Optiplex 960	✓	4555	2ZRDNN1	001.421	Machinery/Equip	11/12/2010	421-Police
Microwave Project - install a link from Post Falls PD to Kootenai	✓	10791		001.421	Machinery/Equip	10/1/2010	Police Station
Victory Car Carrier 102 x 20 Trailer		4076	226815	001.421	Machinery/Equip	9/30/2010	421-Police
Video Equipment		10765		001.421	Machinery/Equip	9/30/2010	Police Station
Computer with Mounting System and Additional Hand Drives		10766		001.421	Machinery/Equip	9/30/2010	Police Station
NX3100 Dual Quad Core Intel Xeon Powervault 2018	✓	4542	HY6CWN1	001.421	Machinery/Equip	9/14/2010	Police Station
NX3100 Dual Quad Core Intel Xeon Powervault 2018	✓	4543	GY6CWN1	001.421	Machinery/Equip	9/14/2010	Police Station
Mobile Data System	✓	10738		001.421	Machinery/Equip	9/30/2009	Police Station
TOPCAM 2 System IR Camera	✓	4057		001.421	Machinery/Equip	9/16/2009	Police Station
PowerEdge R710 w/Chassis for Up to Six 3.5-Inch Hard Drives	✓	4058		001.421	Machinery/Equip	8/25/2009	Police Station
FTK 2 Standalone- Includes: RV, Imager, PRTK, & DNA 50		4051		001.421	Machinery/Equip	7/31/2009	Police Station
Quad Core Xeon E5405 Processor 2x6MB Cache 2.0GHz 133	✓	4054		001.421	Machinery/Equip	4/22/2009	Police Station
Mail Server 2010	✓	4060		001.421	Machinery/Equip	4/16/2009	Police Station
CineMassive Quad Meridian 20D Array 2019	✓	4052		001.421	Machinery/Equip	1/23/2009	Police Station
Bridge Camera System 2019	✓	10700		001.421	Machinery/Equip	9/30/2008	421-Police

Mobile Data System 2012	✓	4023		001.421	Machinery/Equip	9/3/2008	421-Police
Mobile Data System 2012	✓	4022		001.421	Machinery/Equip	9/3/2008	421-Police
Mobile Data System 2012	✓	4021		001.421	Machinery/Equip	9/3/2008	421-Police
Overhead Console - Color Window Mount		4018	IEO1445	001.421	Machinery/Equip	1/23/2008	421-Police
Overhead Console - Color Window Mount		4020	IEO1446	001.421	Machinery/Equip	1/23/2008	421-Police
Overhead Console - Color Window Mount		4019	IEO1444	001.421	Machinery/Equip	1/23/2008	421-Police
ALPR Unit (Bridge Camera System) 2019	✓	10611		001.421	Machinery/Equip	9/30/2007	421-Police
M5-11 Mobile Data System 2021	✓	3960	26319	001.421	Machinery/Equip	5/31/2007	421-Police
M5-11 Mobile Data System 2021	✓	3959	26318	001.421	Machinery/Equip	5/31/2007	421-Police
M5-11 Mobile System 2021	✓	3961	26320	001.421	Machinery/Equip	5/31/2007	421-Police
Overhead console - color window mount camera		3957	1EO1090	001.421	Machinery/Equip	5/2/2007	421-Police
Dew Nxt Clear Comm - Car Video System	✓	3949	IA03216	001.421	Machinery/Equip	8/16/2006	421-Police
Dew Nxt Clear Comm - Car Video System	✓	3950	IA03215	001.421	Machinery/Equip	8/16/2006	421-Police
Car Computer Equipment - Grant	✓	10485		001.421	Machinery/Equip	9/1/2003	421-Police
LLEGB Grant - Video Equipment	✓	10484		001.421	Machinery/Equip	9/1/2003	421-Police
Ricoh Copier	✓	3893	5K10020549	001.421	Machinery/Equip	6/1/2003	421-Police
Ricoh Copier	✓	3896	5K10000825	001.421	Machinery/Equip	6/1/2003	421-Police
Furniture - New Police Facility		10462		001.421	Machinery/Equip	4/1/2003	421-Police
Wireless Project - Grant	✓	10483		001.421	Machinery/Equip	9/1/2002	421-Police
Radar Trailer w/o Display '98	✓	3697	Form 11/03/17	001.421	Machinery/Equip	3/1/2001	421-Police
Eyewitness Video Camera	✓	3872		001.421	Machinery/Equip	1/1/2001	421-Police
Eyewitness System #39	✓	3725	ES17334	001.421	Machinery/Equip	1/1/2001	421-Police
7210 Server w/Monitor	✓	10444	19508236	001.421	Machinery/Equip	7/1/2000	421-Police
Eyewitness System #23	✓	3735	ES10812	001.421	Machinery/Equip	2/1/2000	421-Police
Eyewitness System #26	✓	3733	888-8888-03	001.421	Machinery/Equip	8/1/1999	421-Police
Eyewitness System #25	✓	3736	888-8888-03	001.421	Machinery/Equip	8/1/1999	421-Police
Eyewitness Systems	✓	3867	ES04514	001.421	Machinery/Equip	12/1/1998	421-Police
Eyewitness System #34	✓	3730	ES04608	001.421	Machinery/Equip	12/1/1998	421-Police
Eyewitness System #5	✓	3768	ES04611	001.421	Machinery/Equip	12/1/1998	421-Police
Mobile Data Radios	✓	18758705	GPG36085-ADBOB	001.427	Machinery/Equip	12/15/2008	427-Animal Control
Mobile Data System	✓	3965	26317	001.427	Machinery/Equip	5/7/2007	427-Animal Control

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Meyer Snow Plow 08 F550

TAG# 3968 SERIAL # 08 F550 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_

*Victoria Howell*

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Pave-Mate Liquide Asphalt Sprayer- Distributor

TAG# 3930 SERIAL # DB12904-323 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

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CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Wanco WVTM-04 Mini Matrix Reader Board w/ Trailer

TAG# 3926 SERIAL # 5F12S121351000296 MODEL# WVTM-04

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

2002 Mack Truck

TAG# 3715 SERIAL # 1M2AD05C42M012137 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

REPLACED YES    NO     
USEFUL LIFE OF ASSET INCREASED YES    NO   

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Paint Stripper

TAG# 3611 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):


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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE



ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1991 Freightliner Dump Truck

TAG# 3269 SERIAL # 7FUYDSYB2MHS0159 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Melting Pot 110 Gallons

TAG# 3187 SERIAL # BF295444-110 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

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

REPLACED YES    NO     
USEFUL LIFE OF ASSET INCREASED YES    NO   

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

*Victoria Howell*  
\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1992 Ford Tractor

TAG# 1605 SERIAL # A408604 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Root Springs Scrapper Plow

TAG# 1632 SERIAL # 26871.9 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Snow Plow #11

TAG# 1635 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
 USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Snow Plow #15

TAG# 1633 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (**MANDATORY**):

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

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

*Victoria Howell*  
\_\_\_\_\_

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Streets DEPT.# 431 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Snow Plow #8

TAG# 1636 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

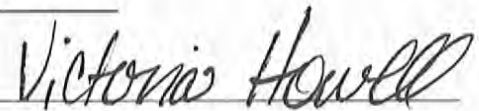
- LOST  
Please attach police report
- STOLEN  
Please attach police report

REPLACED YES \_\_\_\_\_ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE \_\_\_\_\_

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE



(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

Streets machinery

Description	Tag	Serial	Department	Class	ACQ Date	Original Cost	Location	Notes
310 SG John Deere Backhoe 2004	3920B		001.431	Machinery/E quipment	9/30/2020	20000	Street Dept	
Blade Assembly and Plow mount for 2008 Ford F550 4X4	10972	20081920395385850	001.431	Machinery/E quipment	9/30/2020	9563.45	Streets	
Signal System Upgrade FY2020	10973		001.431	Machinery/E quipment	9/30/2020	37400	431-Streets	
2020 New Eterra BMX-450 Mix N Go Concrete Mixer	4309	PM131665	001.431	Machinery/E quipment	9/23/2020	8250	Streets	
2020 John Deere 60G Mini Excivator	4304	1FF060GXCLH292021	001.431	Machinery/E quipment	6/25/2020	10168.07	431-Streets	
2019 Dynapac Double Drum Roller	4305	00374JJA023226	001.431	Machinery/E quipment	6/25/2020	7631.93	431-Streets	
Deck over air trailer Felling FT-45 TA	4298	124025-MJP	001.431	Machinery/E quipment	6/19/2020	26999.95	431-Streets	
Asphalt tack trailer	4289		001.431	Machinery/E quipment	3/11/2020	17533.4	431-Streets	
2019 TYMCO 600 Regnerative Air Sweeper	4290	11385	001.431	Machinery/E quipment	11/5/2019	229263.12	Street Dept	
Honda spray pump system and setup	4278		001.431	Machinery/E quipment	9/30/2019	8496.72	431-Streets	
Wireless Signal System Upgrade	294		001.431	Machinery/E quipment	9/30/2019	20449.34	431-Streets	
Signal System Upgrade FY18	289		001.431	Machinery/E quipment	8/7/2019	56841.98	431-Streets	
Snow Blower	4269	0	001.431	Machinery/E quipment	7/30/2019	6657	431-Streets	
Wing Plow	4270	122677	001.431	Machinery/E quipment	5/6/2019	20020.24	431-Streets	
Signal System Upgrade FY18	10959		001.431	Machinery/E quipment	9/30/2018	73192.55	431-Streets	
Ventrac Tractor with attachments - cab, v-blade, mower, broom	4227	4500Y-AN01001	001.431	Machinery/E quipment	5/9/2018	40107.08	Streets	
Signal System Upgrade	10935		001.431	Machinery/E quipment	9/30/2017	87556.12	431-Streets	
Conflict Monitor Test Equipment	4180		001.431	Machinery/E quipment	11/22/2016	12701.37	431-Streets	
Snow plow blade, mounting kit and hitch	4162	001207	001.431	Machinery/E quipment	9/30/2016	7993.33	431-Streets	
Snow plow blade, mounting kit and hitch	4163	001208	001.431	Machinery/E quipment	9/30/2016	7993.33	431-Streets	
PW GPS Repeater System Upgrade	4185		001.431	Machinery/E quipment	9/30/2016	16425.3	431-Streets	
60"X30" trailer mounted full matrix changeable message board	4182	9554234-1-1-001	001.431	Machinery/E quipment	9/29/2016	11500	431-Streets	



60"X30" trailer mounted full matrix changeable message board	4183	9554234-1-1-002	001.431	Machinery/E quipment	9/29/2016	11500	431-Streets	
60"X30" trailer mounted full matrix changeable message board	4184	9554234-1-1-003	001.431	Machinery/E quipment	9/29/2016	11500	431-Streets	
Snow plow blade, mounting kit and hitch	4161	01016	001.431	Machinery/E quipment	2/3/2016	7993.34	431-Streets	
Mullan Ave / Idaho Street Safety Improvements	10902		001.431	Machinery/E quipment	9/30/2015	23428.18	431-Streets	
City Wide Signal Timing Improvements	10903		001.431	Machinery/E quipment	9/30/2015	32135.76	431-Streets	
Signal System Upgrade	10864		001.431	Machinery/E quipment	9/30/2014	31764.85	431-Streets	
Signal System Upgrade	10837		001.431	Machinery/E quipment	9/30/2013	17372.19	431-Streets	
Tymco Sweeper Retrofit	3714a	201302SNQ64382	001.431	Machinery/E quipment	2/25/2013	114090.91	431-Streets	
Portable Radio System	10788		001.431	Machinery/E quipment	9/30/2011	38767.95	Street Dept	
2012 Fox Trailer/Emergency Sign Trailer	4570	5DEFS1011C1005068	001.431	<del>Machinery/E equipment</del>	9/29/2011	3 1500	Street Dept	
Model 600 Tymco Regenerative Air Sweeper	10789	201101SNQ61078	001.431	Machinery/E equipment	2/7/2011	106887.78	Street Dept	
pick-up Snow Plow for S115 - Snow Dog X Duty 8' x 31'	4548		001.431	<del>Machinery/E equipment</del>	12/16/2010	3 3736.1	431-Streets	
Volvo Double Drum Asphalt Roller	4077	DD38HF198179	001.431	Machinery/E equipment	12/10/2010	34835.65	431-Streets	
2010, 20 Ton, Flatbed Interstate Trailer	4049	1JK0DT208AM010601	001.431	Machinery/E equipment	9/2/2009	9000	Street Dept	
2009 Volvo Wheel Loader L70F Vin #L70FV62556	4038	L70FV62556	001.431	Machinery/E equipment	4/29/2009	145070.98	Street Dept	
Monroe 12' Snow Plow for Truck S214	4035	08-12-1911	001.431	Machinery/E equipment	2/9/2009	7990	Street Dept	
Highway 2500 Sander	4037	129720	001.431	Machinery/E equipment	1/21/2009	9464	Street Dept	
FC7000MK2-130 54" Plotter	4010	A70922070	001.431	Machinery/E equipment	5/1/2008	6048.48	431-Streets	
Meyer Snow Plow 08 F550	✓ 3968	08 F550	001.431	Machinery/E equipment	9/30/2007	6464	431-Streets	Disposed
SS 125 Crack Seal Melter	3970	1C9SY101441418085	001.431	Machinery/E equipment	9/11/2007	19500	431-Streets	
Rubgy Fold Down Side Dump Body	3967	258448	001.431	Machinery/E equipment	8/30/2007	7890	431-Streets	
Meyer HM - 10 HMBF Snow Plow	3969	GDS7D4Y1FV621976	001.431	Machinery/E equipment	1/26/2007	6746	431-Streets	
2006 GMC Cab - Paint Striper	3939	J8DE5B16877300018	001.431	Machinery/E equipment	5/10/2006	134150	431-Streets	

Hiway Sander Model E2500	3941	123023	001.431	Machinery/E quipment	10/11/2005	7198	431-Streets	
Plow Blade	3935a		001.431	Machinery/E quipment	9/30/2005	10000	431-Streets	
Dump Body	10522		001.431	Machinery/E quipment	8/1/2005	16870	431-Streets	
Pave-Mate Liquide Asphalt Sprayer - Distributor ✓	3930	DB12904-323	001.431	Machinery/E quipment	6/24/2005	17934	431-Streets	Disposed
Wanco WVTM-04 Mini Matrix Reader Board w/ Trailer ✓	3926	5F12S121351000296	001.431	Machinery/E quipment	3/15/2005	14875	431-Streets	Disposed
New SS Sander	3919	42978	001.431	Machinery/E quipment	11/22/2004	6000	431-Streets	
Caterpillar 120 G Articulated Motor Grader	3889	87B4157	001.431	Machinery/E quipment	12/5/2002	28000	431-Streets	
Diamondbilt Flusher/De-Icer ✓	3715a		001.431	Machinery/E quipment	1/21/2002	78388	431-Streets	?
Sander/Spreader	3866	01-10-9017	001.431	Machinery/E quipment	11/28/2001	15000	431-Streets	
2002 Mack Truck ✓	3715	1M2AD05C42M012137	001.431	Machinery/E quipment	7/1/2001	63995	431-Streets	Disposed
Tymco 600 BAH Street Sweeper	3714	200103SNP60252BAH	001.431	Machinery/E quipment	4/1/2001	117160	431-Streets	Disposed 2022
John Deere 624H Loader	3607	DW624HX569196	001.431	Machinery/E quipment	9/1/1998	123829	431-Streets	
Paint Striper ✓	3611		001.431	Machinery/E quipment	7/1/1997	33625	431-Streets	Disposed
Flail Mower - Alamo Grassking	3713	1065	001.431	Machinery/E quipment	1/1/1996	8100	431-Streets	
Snowplow Blade ✓	3718	12PA48A	001.431	Machinery/E quipment	9/1/1995	8336	431-Streets	Disposed
1991 Freightliner Dump Truck ✓	3269	7FUYDSYB2MHS0159 3	001.431	Machinery/E quipment	5/1/1995	62578	431-Streets	Disposed
Melting Pot 110 Gallons ✓	3187	BF295444-110	001.431	Machinery/E quipment	2/1/1995	7950	431-Streets	Disposed
Rubber Tire Roller Ingersallrand	1601	25975	001.431	Machinery/E quipment	5/1/1994	18000	431-Streets	
Reclass Repeater to Water/Street	10486	388CTW0409	001.431	Machinery/E quipment	4/30/1993	5335	431-Streets	
1992 John Deere Loader	1607	DW544ED538373	001.431	Machinery/E quipment	4/1/1993	80000	431-Streets	
Snow Plow JRB	1631	0393-4452A	001.431	Machinery/E quipment	1/1/1993	9500	431-Streets	
1992 Ford Tractor ✓	1605	A408604	001.431	Machinery/E quipment	5/1/1992	27215	431-Streets	Disposed
Root Springs Scrapper Plow ✓	1632	26871.9	001.431	Machinery/E quipment	1/1/1990	7500	431-Streets	Disposed
Snow Plow #11 ✓	1635		001.431	Machinery/E quipment	1/1/1979	6500	431-Streets	Disposed

Snow Plow #15	✓ 1633		001.431	Machinery/E quipment	1/1/1974	6000	431-Streets	Disposed
Snow Plow #8	✓ 1636		001.431	Machinery/E quipment	1/1/1973	6000	431-Streets	Disposed

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Captair Ductless Fumehood

TAG# 3146 SERIAL # 86E91Z MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

*Victoria Howell*  
\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Sampler

TAG# 1788 SERIAL # 86093C0563 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Belt Filter Press

TAG# 2443 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1988 Toro Mower 117 Groundmaster

TAG# 1836 SERIAL # 1806903266 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Aeration Rotors & Installation

TAG# 10363 SERIAL # Oxidation Ditch MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

REPLACED YES - - NO

USEFUL LIFE OF ASSET INCREASED YES - - NO

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE



CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

(2) INSTN Chlorinators

TAG# 10358 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

LOST  
Please attach police report

STOLEN  
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_

*Victoria Howell*

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

INSTN Ras Pumps

TAG# 10356 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

INSTN Sludge Blowers

TAG# 10353 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_

Victoria Howell

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Sanitair Air Equipment

Aeration Grit Chamber

TAG# 10436 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE \_\_\_\_\_  
 SELLING PRICE \_\_\_\_\_  
 CASH VALUE/TRADE IN \_\_\_\_\_

OTHER: \_\_\_\_\_

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_

Victoria Howell

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE:      OF DISPOSAL     

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:   

INSTN Sanitair Air Equipment (3) Blowers

Sludge Holding Tank

TAG# 10364 SERIAL #    MODEL#   

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE   

SELLING PRICE   

CASH VALUE/TRADE IN   

OTHER:   

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

REPLACED YES    NO   ✓  

USEFUL LIFE OF ASSET INCREASED YES    NO   ✓  

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Emergency Generator

TAG# 3802 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

AUTHORIZED SIGNATURE

*Victoria Howell*

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Grit Classifier

Aeration Grit Chamber

TAG# 10359 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: \_\_\_\_\_

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

REPLACED YES \_\_\_\_\_ NO

USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_

*Victoria Howell*

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

INSTN Was Pump

TAG# 10355 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

*Victoria Howell*

\_\_\_\_\_  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)



CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Utility Water Pump

Chlorine Contact Chamber

TAG# 3804 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_

*Victoria Howell*

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WASTEWATER DEPT.# 650.463 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Utility Water Pump

Chlorine Contact Chamber

TAG# 3805 SERIAL # \_\_\_\_\_ MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_

Victoria Howell

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

Wastewater

Phosphorus Analyzer, DR 6000 UV VIS Spectrophotometer	4126	1478939	650.463	Machinery/Equipm	3/5/2013	7988.95	WWTP	
Radios/Repeaters	4099a	81900121, 81801589	650.463	Machinery/Equipm	5/12/2012	18179.04	Wastewater	
Server & Cameras	3982a		650.463	Machinery/Equipm	7/31/2007	11952.93	435-Sewer	
Cummins 50KW Diesel Generator	3983a	DGCA-5789349	650.463	Machinery/Equipm	3/29/2007	27408	435-Sewer	
John Deere 544J Loader 2005 w/ 12' Plow Blade	3935	DW544JP599392	650.463	Machinery/Equipm	7/13/2005	101354.69	435-Sewer	
Sewer Camera, Monitor, Reel	3917	70/GC2025R-512-B-523	650.463	Machinery/Equipm	11/5/2004	6893.14	435-Sewer	
Liftmore 3200lb Crane No. 3200REL-15	3914		650.463	Machinery/Equipm	6/15/2004	5685	435-Sewer	
Flask Scrubber	3808	44203-00	650.463	Machinery/Equipm	7/1/2001	6127	435-Sewer	
Mammoth Rotor Repair	10371		650.463	Machinery/Equipm	12/31/1997	5139	435-Sewer	
CHF Trash Pump	3435a		650.463	Machinery/Equipm	1/1/1997	9558	435-Sewer	
✓ Captair Ductless Fumehood	3146	86E91Z	650.463	Machinery/Equipm	12/31/1994	5348	435-Sewer	GONE
Portable Generator w/Trailer	1781		650.463	Machinery/Equipm	10/1/1992	18500	435-Sewer	
✓ Sampler	1788	86093CO563	650.463	Machinery/Equipm	7/31/1990	5725	435-Sewer	GONE
Generator, portable GTS-100 w/Trailer	3800		650.463	Machinery/Equipm	6/1/1990	17500	435-Sewer	
Flow Splitter Box	10349		650.463	Machinery/Equipm	2/28/1990	13475	435-Sewer	
Sludge Applicator for Truck	10351	TOP KICK	650.463	Machinery/Equipm	11/3/1989	21841	435-Sewer	
Computer Programs	10362		650.463	Machinery/Equipm	8/15/1989	7048	435-Sewer	
2 HP Sludge Feed Pumps	3801	20-100GPH	650.463	Machinery/Equipm	11/30/1988	18319	435-Sewer	
2 HP 400 GPH Sludge Grinders	10352		650.463	Machinery/Equipm	11/1/1988	19874	435-Sewer	
✓ Belt Filter Press	2443		650.463	Machinery/Equipm	11/1/1988	113350	435-Sewer	GONE
✓ 1988 Toro Mower 117 Groundmaster	1836	1806903266	650.463	Machinery/Equipm	4/1/1988	7000	WWTP	GONE
✓ Aeration Rotors & Installation	10363	Oxidation Ditch-WWTP	650.463	Machinery/Equipm	6/30/1979	131400	435-Sewer	GONE
✓ (2) INSTN Chlorinators	10358		650.463	Machinery/Equipm	6/30/1979	70013	435-Sewer	GONE
✓ INSTN Ras Pumps	10356		650.463	Machinery/Equipm	6/30/1979	11150	435-Sewer	GONE
✓ INSTN Sludge Blowers	10353		650.463	Machinery/Equipm	6/30/1979	15100	435-Sewer	GONE



✓ Sanitair Air Equipment	10436	Aeration Grit Chamber, WWTP	650.463	Machinery/Equipm	6/30/1979	11736	435-Sewer	GONE
✓ INSTN Sanitair Air Equipment (3) Blowers	10364	Sludge Holding Tank, WWTP	650.463	Machinery/Equipm	6/30/1979	14000	435-Sewer	GONE
✓ Emergency Generator	3802		650.463	Machinery/Equipm	6/30/1979	45827	435-Sewer	GONE
✓ Grit Classifier	10359	Aeration Grit Chamber	650.463	Machinery/Equipm	6/30/1979	7833	435-Sewer	GONE
✓ INSTN Was Pump	10355		650.463	Machinery/Equipm	6/30/1979	9500	435-Sewer	GONE
✓ Utility Water Pump	3804	Chlorine Contact Chamber, WWTP	650.463	Machinery/Equipm	6/1/1979	9158	435-Sewer	GONE
✓ Utility Water Pump	3805	Chlorine Contact Chamber, WWTP	650.463	Machinery/Equipm	6/1/1979	9158	435-Sewer	GONE
Clarifier Brushes for 5&6	10881		652.463	Machinery/Equipm	9/30/2014	26020	435-Sewer	
Hustler Super Z	4083	10021472	653.464	Machinery/Equipm	3/8/2011	9168.07	Wastewater	

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME WATER DEPT.# 750.462 DATE: \_\_\_\_\_  
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

1983 Generator

TAG# 2702 SERIAL # HJ209257 W803 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

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

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Victoria Howell  
ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

Water

Description	Tag	Serial	Department	Class	ACQ Date	Original Cost	Location	Notes
420F2 IT MP Caterpillar 420F2 Industrial Loader	4284		750.462	Machinery/Equipm	8/20/2019	121916.17	434-Fleet	
Water system model software	228		750.462	Machinery/Equipm	11/29/2018	9180	Water	
Radio Read Meter Update	00000 125		750.462	Machinery/Equipm	9/30/2018	56047.36	434-Fleet	
Hydro Excavator	4248	1DSB192E7J1703637	750.462	Machinery/Equipm	8/30/2018	65945.58	Water	
Radio Read Meter Update	10932		750.462	Machinery/Equipm	9/30/2017	69261.32	434-Fleet	
Ricoh Copier	4216B	G707M360361	750.462	Machinery/Equipm	5/8/2017	3208	434-Fleet	
Radio Read Meter Update	10908		750.462	Machinery/Equipm	9/30/2016	64053.11	434-Fleet	
Radio Read Meter Update	10887		750.462	Machinery/Equipm	9/30/2015	75435.83	434-Fleet	
Radio Read Meter Update	10882		750.462	Machinery/Equipm	9/30/2014	42599.27	434-Fleet	
Radio Read Meter Update	10856		750.462	Machinery/Equipm	9/30/2013	87447.08	Water Department	
Radio Read Meter Update	10820		750.462	Machinery/Equipm	9/30/2012	97763.68	Water Department	
Radios/Repeaters Kenwood Nexedge Repeater	4099b	81900121, 81801589	750.462	Machinery/Equipm	5/12/2012	18179.04	Water	
Radio Read Meters	10780		750.462	Machinery/Equipm	4/26/2011	108178.91	434-Fleet	
Radio Read Meters - Updating All Old Meters	10768		750.462	Machinery/Equipm	6/25/2010	71415	434-Fleet	
520R MXU Single Port Tcpler	4053		750.462	Machinery/Equipm	9/16/2009	64920	Water Department	
Radio Equipment	10697		750.462	Machinery/Equipm	7/15/2008	70937.28	434-Fleet	
Radio Equipment	10615		750.462	Machinery/Equipm	11/6/2006	64919	434-Fleet	
GPS Unit	3985a		750.462	Machinery/Equipm	10/23/2006	7355.7	434-Fleet	
Radio Equipment	10577		750.462	Machinery/Equipm	6/30/2006	45116.2	434-Fleet	
Radio Equipment	10536		750.462	Machinery/Equipm	9/30/2005	37128	434-Fleet	
Vehicle Radio Read	3916a		750.462	Machinery/Equipm	8/26/2004	111000	434-Fleet	
Meter Reading Equipment & Software	3815		750.462	Machinery/Equipm	12/1/1999	19175	434-Fleet	
1992 Leroi 175	2707	3184X201 W801	750.462	Machinery/Equipm	12/31/1992	9995	434-Fleet	
1983 Generator	2702	HJ209257 W803	750.462	Machinery/Equipm	12/1/1985	11500	434-Fleet	NO

Utility Box	2701		750.462	Machinery/Equipm	1/1/1979	5000	434-Fleet	
1994 1 Ton Diesel Pickup W105	2713	1GDKC34F6RJ519508	750.462	Vehicles	6/1/1994	17540	434-Fleet	
2004 Mazda Tribute W109	3904	4F2YZ94144KM34562	750.462	Vehicles	4/9/2004	8089.87	434-Fleet	
2005 Chevrolet Pick-up 4x4	3936	1GCHK24U55E302626	750.462	Vehicles	7/25/2005	22057.22	434-Fleet	
2007 Chevy C10 Pick-up	3944	3GEC14X27G161885	750.462	Vehicles	9/6/2006	16949.32	434-Fleet	
2009 F150 Ford 4 x 4 Pick-Up	4039	1FTRF14W49KC43211	750.462	Vehicles	6/11/2009	17470.55	Water Department	
Ford 2010 F250 Super Duty 2 Door Cab	4062	1FTNF2B54AEA68055	750.462	Vehicles	12/2/2009	24608.5	Water Department	
2011 Chevy SK20 3/4 Ton Pickup	4082	1GBOKVCGOBF191696	750.462	Vehicles	3/14/2011	28500	Wastewater	
2015 Ford 4WD F250 Pick Up	4153	1FTBF2B63FED08599	750.462	Vehicles	9/22/2015	24734	Water Department	
2019 Ford F-250 T115	4283	1FTBF2B6XKEE57537	750.462	Vehicles	4/5/2019	27809	Water	
2020 Chevy Silverado 2500HD Double Cab W117	4307	1GC5YLE70LF292305	750.462	Vehicles	8/17/2020	28703.9	Wastewater	
2021 Hyundai Tucson W118	4328A	KM8J2CA42MU299065	750.462	Vehicles	3/30/2021	10847.5	Water	
2021 GMC Sierra 3500 Includes Equipment Add-Ons.	4334	1GD59SE77MF288059	750.462	Vehicles	2/3/2021	34172.66	Water	
2021 GMC Sierra	4335	1GD59SE73MF268679	750.462	Vehicles	2/3/2021	32897.48	Water	
Equipment for New Car Build.	4335A		750.462	Vehicles	9/30/2021	14284.33	W119	
2021 Chevy Silverado 6500 Medium Duty	4369	1HTKTPVM2MH693058	750.462	Vehicles	1/11/2022	55044.43	Water	
2021 Chevy Silverado 6500HD	4371	1HTKHPVM5MH693121	750.462	Vehicles	2/5/2022	55044.43	Water	

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 04/18/2023**

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**DATE:** 04/12/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Michael Kirby  
**SUBJECT:** Computer Surplus

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**ITEM AND RECOMMENDED ACTION:**

Designate the attached list of computers as surplus for disposal

**DISCUSSION:**

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

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

None

**BUDGET CODE:**



**01 Dell Server:**

Model – PowerEdge R730

- 1) S/N – 4XWVT52, Post Falls Asset – 4805

**05 Dell Desktops:**

Model – Optiplex 990

- 1) S/N – 2NFPVV1, Post Falls Asset – 4605
- 2) S/N – JM6X7V1, Post Falls Asset – 4595

Model – Optiplex 7020

- 1) S/N – DLKSDB2, Post Falls Asset – 4896

Model – Optiplex 5050

- 1) S/N – 97CBDH2, Post Falls Asset – 4932
- 2) S/N – 97BCDH2, Post Falls Asset – 4923

**03 Dell Laptops:**

Model – Latitude E6410

- 1) S/N – D7CCRM1, Post Falls Asset – 5432

Model – Latitude 7400

- 1) S/N – 1FVJN73, Post Falls Asset – 5629

Model – Inspiron 1210

- 1) S/N – K66XV-WM8XQ-7Y6V6-KXBFQ-KFRHQ, Asset - 5382

**02 Lenovo Laptops:**

Model – ThinkPad X1 Carbon

- 1) S/N – R90M5EJF, Post Falls Asset – 4913
- 2) S/N – R903B1XK, Post Falls Asset – 4748
- 3) S/N - 1S43142KUR860NG1- Post Falls Asset 5426

**01 Dell Monitor:**

Model – E172FPt

- 1) S/N – CN--47P-CBXT, Post Falls Asset – 5145

**01 Apple iPad:**

Model – ME993LL/B

- 1) S/N – DMPPF0KWF4YD, Post Falls Asset – 4800

**01 Galaxy Tablet:**

Model – Galaxy S3

- 1) S/N – R52J307CBTR, Post Falls Asset – 4949

**01 Panasonic TV (CRT):**

Model – CTM-2061S-1

1) S/N – CB03460980, Post Falls Asset – 2235

**01 Wireless Router (for lift stations):**

Model – RV55

1) S/N – 2R1236019401B120, Post Falls Asset – 5758

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 04/18/2023**

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**DATE:** 04/12/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Ashlar Ranch Master Development Agreement File No. SUBD-0004-2022

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Calendar, City Council, authorizes the mayor's signature on the Master Development Agreement for Ashlar Ranch Subdivision.

**DISCUSSION:**

The applicant, VS Development LLC, requested to subdivide approximately 10 acres into 27 Single-Family Residential Lots, located east of Highway 41 and north of E. 12th Ave.

On June 14, 2022, a public hearing was held before the Planning and Zoning Commission. After receiving the staff report and public testimony the Commission moved to approve the 27 lot subdivision.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

Planning moved to approve the Subdivision.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**MASTER DEVELOPMENT AGREEMENT  
FOR  
ASHLAR RANCH SUBDIVISION  
(File No. SUBD-0004-2022)**

**THE CITY OF POST FALLS**, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and *VS Development LLC, a Nevada Limited Liability Company; 8720 Kulka Rd., Las Vegas, NV 89161*; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

The following provisions establish the context of this Agreement and constitute binding provisions hereof:

- A. Developer owns approximately 10 acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Ashlar Ranch Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3, File # SUBD-0004-2022, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Ashlar Ranch Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **June 14, 2022**, and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Ashlar Ranch Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

**NOW, THEREFORE**, It is agreed by the City and the Developer as follows:

**1. Property and Term.**

**1.1 Property Subject to this Agreement**

The Land is described as follows:

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12<sup>TH</sup> AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12<sup>TH</sup> AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO A POINT AND THE **TRUE POINT OF BEGINNING**;

THENCE, N 00°49'07" E A DISTANCE OF 657.24 FEET, BEING A PROJECTION TO AND ALONG THE WEST LINE OF SAID TRACT 43, AND TERMINATING AT THE NORTHWEST CORNER OF TRACT 43;

THENCE, ALONG THE NORTH LINE OF TRACT 43, S 88°54'21" E A DISTANCE OF 661.06 FEET, TO THE NORTHEAST CORNER OF TRACT 43;

THENCE, S 00°48'26" W A DISTANCE OF 675.57 FEET, ALONG THE EAST LINE OF TRACT 43 AND EXTENDED TO THE PLATTED SOUTH RIGHT OF WAY LINE OF 12<sup>TH</sup> AVENUE;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.23 FEET TO A POINT;

THENCE, N 00°49'21" E A DISTANCE OF 20.00 FEET RETURNING TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.962 ACRES, MORE OR LESS.

**1.2 Term**

The term of this Agreement shall commence upon the execution of this Agreement by all parties to this Agreement and shall continue for three years thereafter or until all lands described in 1.1 are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. If construction of the approved development is not commenced with sustained effort within one (1) year after approval, the city may give notice to the developer of the intent to terminate the agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from the Developer, in addition to comments from the public, city's governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this agreement and shall be an ongoing obligation of the property owners.

## **2. Project Regulations and Policies**

### **2.1. Project Development**

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

#### **2.1.1. Existing Approvals**

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

#### **2.1.2. Future Application**

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the approach, envisioned by this Agreement and the terms of the approvals memorialized hereby.

#### **2.1.3 Fees**

All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

## **2.2. Project is a Private Undertaking**

It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over, and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

## **2.3 Hold Harmless**

Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City.

# **3. City's Good Faith in Processing**

## **3.1 Processing**

City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.

## **3.2 Permits**

City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

# **4. Notices, Demands and Communications Among the Parties**

## **4.1 Notice**

Formal written notices, demands, correspondence and communications between the City and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the Planning and Building Director of the City.



**DEVELOPER**  
**VS Development, LLC**  
**8720 Kulka Rd.**  
**Las Vegas, NV 89161**

**CITY**  
**Mayor**  
**408 Spokane Street**  
**Post Falls, Idaho 83854**

**5. Default, Remedies, Termination, and Review**

**5.1 General Provisions**

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of issuance of building or construction permits when a material condition of default exists.

**5.2 Applicable Law/Attorneys' Fees.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be found by the Court.

**5.3 Termination for Unforeseen Circumstances**

These provisions provide a mechanism for the identification of those circumstances, which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's

determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which hearing Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

## **6. Subsequent Laws as Superseding Terms**

### **6.1. Supersedure by Subsequent Laws**

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

## **7. Mortgagee Protection; Certain Rights of Cure**

### **7.1 Mortgagee Protection**

This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

### **7.2 Mortgagee Not Obligated**

Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses, or improvements provided for or authorized by this Agreement.

### **7.3 Notice of Default to Mortgagee**

If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed, or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

## **8. Transfers and Assignments**

### **8.1 Right to Assign**

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

### **8.2 Release Upon Transfer**

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 8.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer (1) if Developer is not then in default under this Agreement; (2) Developer has provided to City notice of such transfer, and (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and if City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5 or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

**9. Covenants Run with The Land**

**9.1**

All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

**9.2 Maintenance of Common Area Landscaping**

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Findings of Fact and Conclusions and or upon the face of the recorded plat). The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

**10. General Provisions**

**10.1 No Joint Venture or Partnership**

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

**10.2 Severability**

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

**10.3. Entire Agreement**

This Agreement is executed in one original and consists of **twenty-one (21)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

**Exhibit 1: General Site Plan of Record (Exhibit A-3, File No. SUBD-0004-2002, Post Falls Community Development Department records)**

**Exhibit 2: Reasoned Decision, Ashlar Ranch Subdivision**

### **10.3 Completion of Performance**

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

### **10.5 Force Majeure**

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

### **10.6 Estoppel Certificate**

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

### **10.7 Duty to Record**

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**By: CITY OF POST FALLS, a Municipal Corporation**

---

**Ronald G Jacobson, Mayor**

---

**Shannon Howard, City Clerk**

**By: Owner**

**VS Development LLC**

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**Eagle Crest, LLC, Manager Ryne Stoker, Manager of Eagle Crest, LLC**



**ACKNOWLEDGMENT**

STATE OF IDAHO )  
 :ss  
County of Kootenai )

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

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

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

**ACKNOWLEDGMENT**

STATE OF Nevada )  
 :ss  
County of Clark )

On this 3 day of April, 2023, before me, a Notary for the State of Nevada, personally appeared **Ryne Stoker**, known, or identified to me to be **Manager of Eagle Crest Land, LLC**, who is the manager of **VS Development, LLC** and the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **VS Development, LLC** and that the entity authorized him to execute the same on its behalf.

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

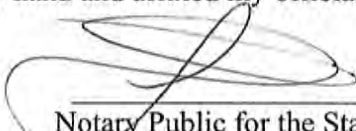
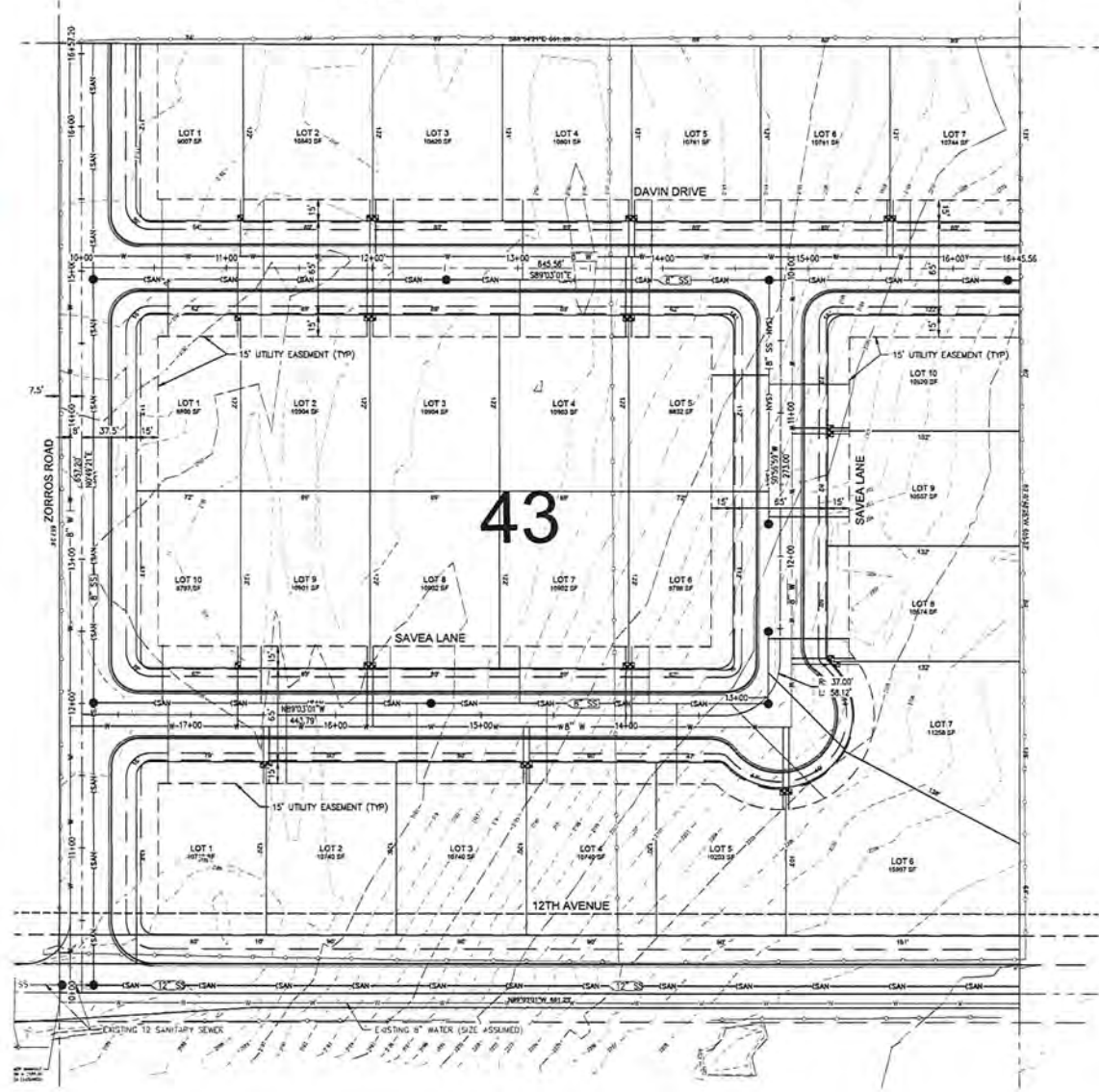
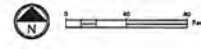
  
\_\_\_\_\_  
Notary Public for the State of Nevada  
Residing at: Nevada  
Commission Expires: 06/25/26



EXHIBIT NO. 1



**SUBDIVISION PLAN  
ASHLAR RANCH**

SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

OWNERS: CLACDA INVESTMENTS  
1675 S. CEDERBLOOM  
COEUR D'ALENE, ID 83814

ZONING: SINGLE FAMILY RESIDENTIAL (R-3)  
9.962 ACRES TOTAL  
27 LOTS - AVERAGE 11,671 SF/0.27 AC  
0.369 LOTS PER ACRE

**LEGAL DESCRIPTION**

THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 58" REBAR WITH NO CAP,  
THENCE ALONG THE CENTER LINE OF HIGHWAY 41, 3.00°51'40" W A DISTANCE OF 1321.14 FEET, THENCE ALONG THE CENTER LINE OF 12TH AVENUE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE N 00°49'07" E A DISTANCE OF 657.24 FEET;  
THENCE S 88°54'21" E A DISTANCE OF 661.06 FEET;  
THENCE S 00°48'27" W A DISTANCE OF 655.57 FEET;  
THENCE N 89°03'01" W A DISTANCE OF 661.23 TO THE TRUE POINT OF BEGINNING,  
CONTAINING 9.962 ACRES, MORE OR LESS.

**LEGEND**

- SIDEWALK
- ROLLED CURB
- WATER MAIN
- CENTERLINE
- SANITARY SEWER MAIN
- ROLLED CURB
- SIDEWALK
- SANITARY SEWER MANHOLE
- WATER METER
- FIRE HYDRANT

CLACDA Engineering 1200 Sun Hill Post Falls, ID 83877 208-765-4132 info@clacda.com	
PROJECT	ASHLAR RANCH SUBDIVISION
LOCATION	12TH AVENUE POST FALLS, IDAHO
DATE	SUBDIVISION PLAN
#	SHEET
	1

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**Ashlar Ranch Subdivision  
File No. SUBD-0004-2022  
Planning and Zoning Commission  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Olson Engineering

LOCATION: Generally located on the located east of Highway 41 and north of E. 12<sup>th</sup> Ave.

REQUEST: Subdividing approximately 10 acres into 27 Single-Family Residential Lots. As depicted Exhibit S-3.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Preliminary Construction Plans
5. A-8 Will Serve
6. A-9 Auth Letter
7. A-10 Title Report
8. A-12 VS Development Operating Agreement
9. A-13 Quit Claim Deed
10. S-1 Vicinity Map
11. S-2 Zoning Map
12. S-3 Future Land Use Map
13. PA-1 PFPD Comments
14. PA-2 KCFR Comments
15. PA-3 PFHD Comments
16. PC-1 Hayes Comments
17. PZ Staff Report
18. Testimony at the June 14, 2022, Planning and Zoning Commission ("Commission") hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the June 14, 2022, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 10 acres into 27 lots within the Single Family Residential (R-1) zoning designation (SUBD-0004-2022). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

**Laura Jones, Associate Planner**

Ms. Jones presented the staff report to the Commission. She testified that the owner of the property is VS Development represented by the Applicant, Olson Engineering. She testified that the applicant is seeking to subdivide approximately 10 acres into 27 lots within the Single Family Residential (R-1) zoning designation.

Ms. Jones explained that the general east of Highway 41 and north of E. 12<sup>th</sup> Ave. She testified that the current land use is unutilized with an existing storage building and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. She testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified regarding the surrounding uses, explaining that to the north and west is county properties zoned high-density residential with mobile homes, to the east and south there are single-family residential homes in Kootenai. She noted that to the southwest is where we have continuity to city property, which is Crimson King Estates an R-1 subdivision. She testified that to the northwest is the Bel Cielo III annexation and apartments.

Ms. Jones testified that the request is for 27 Single-Family lots, they will be providing the north-south connection of Zorros Rd. and an east-west connection of Davin Dr. for future connections, as well as frontage improvements along east 12<sup>th</sup> Ave. which includes curb, sidewalk, gutter, swales, street trees, and lights.

Ms. Jones testified regarding the first review criteria, stating again that water will be provided by Ross Point Water District, and a will serve letter has been submitted by the applicant. As to the second criteria, she stated that the city has sufficient capacity for the proposed uses, and it is in conformance with the city's water reclamation master plan. As to the third review criteria, she explained that the proposed streets are consistent with the transportation element of the comprehensive plan. She testified that the subdivision lies near the principal arterial Highway 41, 16<sup>th</sup> will be the major collector if Zorros connects to the north and the minor collector of E. 12<sup>th</sup> so the subdivision will not have a negative impact on the local transportation system and will facilitate future connectivity.

Ms. Jones testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer and at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, she attested that the subdivision is contingent on the annexation and zoning approval from City Council and if approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, she testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Ms. Jones, in response to a question from the Commission, indicated that initial access in and out will be from 12<sup>th</sup> until those future connections are made.

#### **Jeramie Terzulli, Olson Engineering, Applicant**

Mr. Terzulli testified that this request is consistent with the Future Land Use Map, as it shows we are in the Transitional area. He explained that the East Prairie Focus Area constitutes Post Falls' easternmost edge and it immediately abuts land forecast for inclusion in Coeur d'Alene and is slated for relatively intensive residential development. He stated that it supports development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails.

Mr. Terzulli testified that between this project and Bel Cielo connectivity will be created which shows how good your staff is at holding the development community to these master transportation plans and not just letting the developers come in and do whatever they want. He noted that we tried a couple of times with the subdivision layout and Mr. Palus pointed out that the master transportation plan cites a quarter mile backage road in there and we had to incorporate it into our plan. He stated that they have pedestrian connectivity along Crimson King that leads to Highway 41 which will be a controlled intersection with pedestrian crosswalks with the continued multi-use path as more development happens along Highway 41. He asserted that the pedestrian connection also is and will be extended to the west of Highway 41 and the pedestrian connection moves south across Seltice to the Centennial Trail as well.

Mr. Terzulli testified that Zorros will continue to the north and have that complete connection as more development comes in, as staff stated, this is the quarter mile backage road. He explained that this is to alleviate and give people the ability to funnel onto the major corridors and so people are not log jamming at different intersections. He affirmed that when you look at Bel Cielo and reserving property to the east of it for the future connectivity; they have designed Zorros Rd. in conjunction with the existing Zorros; which gives us a couple of pieces to the puzzle and will eventually create the connectivity for a true networked road and street system.

Mr. Terzulli testified that the Comprehensive Plan has a plethora of goals and policies, and are very well written however, there is a disclaimer in the beginning of this appendix that summarizes all the goals and policies found throughout the 100 plus pages of it and states that goals and policies are numbered sequentially. He noted that the number does not indicate any city priorities or relative importance and I find that to be a disservice to this Commission and to the Council as how do you enact policy if you don't rank order of the goals. So, he went on that he took the liberty of pulling the goals and policies that continue to be brought up in every meeting as they have organically ranked order themselves through these discussions. He explained that housing, traffic, and taxes and what are we going to with all the people moving here is what this all boils down to.

Mr. Terzulli explained what Kootenai County could potentially look like, from the census, in 1990 the population was about 65,000 current population plus or minus is 160,000 and the projected growth 10 years 227,000 and 20-year growth will be about 304,000. He noted that the current population of Orange County California is 3.2 million and current population of Ada County in Boise is 470,000. He testified that it took us 30 years to get from 65,000 to 162,000 and the projections are for us to double again in 20 years and if we doubled in 15 years instead, we would still be looking at 65% of the population of the Boise area. He went on to state that anyone that has spent time in Boise can still contend that there are features of Boise that give it a small-town aesthetic and he does not believe anyone that spends time down there thinks that they are in some place in southern California.

Mr. Terzulli testified that he could stand on Canfield Mountain and look out over the Valley Floor and anticipate a 30% growth and he is not appalled by it. He understands some might be, but he thought we needed to talk real numbers if this was going to be an honest conversation. So, he explained, increasing housing stock is going to help stabilize prices, which is just a supply and demand. He illustrated that if we can create a range of housing products that come to the market it creates a more sustainable mix and it's just going to help that imbalance. He believes we can handle the growth if we continue to work with staff and implement these policies effectively especially the transportation plan that diversity of housing products will also help stabilize the tax base. He testified that he has talked about traffic a lot about the Transportation Master Plan which will create this networking of streets that will be helpful and will help funnel traffic appropriately.

Mr. Terzulli testified that impact fees are going to be collected to help fund these Capital Improvement Projects in addition to the developer building what they need to in front of their development. He explained that the 41 improvements have been designed to accommodate this type of growth to the east they were not just planning for what currently exists. He asserted that even with an extra hundred thousand people here we will still feel like a small town as stable growth is going to provide an opportunity for additional industries for additional services and for additional growth in the commercial sector. He went on to explain that creates long-term fiscal health of the community.

Mr. Terzulli testified that Kootenai County is still ridiculously low in their tax levy rates in general based on State average and National averages and the market demand. He explained that the market demand is what increases that fair market value which is what's showing up in our new tax assessed value as those prices stabilize and come down that's what the fair market value should show and that's what our tax assessment should show.

Mr. Terzulli testified that the R1 zoning designation appropriate when considering the streets and the

traffic patterns and connectivity in the Master Plan, as they have this tiered development shown. He explained that about the high intensity uses on the major corridor, with Commercial, and multi-family components and when looking towards the west it goes down to the traditional single family and we are adjacent to some single-family. He explained that we should anticipate as this develops to the east that that pattern will continue to less dense residential.

Mr. Terzulli testified that they are proposing larger lots, shop lots and help absorb some of the transplant buyers. Again, he noted, Ross Point Water District will service water and the city is going to provide the sewer. He testified that all other criteria for the subdivision have been met if R1 zoning designation is what is implemented. He also noted that they will not be asking for any variances and are working closely with the city on their master transportation plan and there are no topographical issues. He testified that all the proposed conditions have been reviewed and they have no exception to those.

#### **Public Testimony:**

The hearing was opened for public testimony.

#### **Jeremy Voeller (Brief Written Comment Read into Record)**

Mr. Voeller testified in favor and that he was here as part of the ownership of Ashlar Ranch and was available for questions if needed. He noted that they will be building similar product to that on McGuire and Grange if that is approved.

#### **Samantha Steigleder**

Ms. Steigleder testified that she was in favor of this R1, looks like you could put more units on it if desired based on the zoning. She stated that as a resident of Post Falls and talking about being like California, she was born and raised there. California has had a law for many years, that it protected taxes from rising too quickly on their properties so you couldn't go from one year to the next and have increased value like we're seeing in Idaho.

Ms. Steigleder explained that when people move from California to here and say they don't want it to be like California, they are not talking about Orange County, the Bay area, or any other place, where very wealthy people live, they are talking about other counties in California like the middle of California like Tulare, Kings, San Joaquin, etc., stating those communities that have been overrun with drugs and lots of other terrible things. She explained that when she sees different types of housing being put in where normal people on normal incomes live, that is what happens.

Ms. Steigleder testified that we keep increasing the supply however, the prices are not dropping, that is the idea of supply and demand, so she was not sure of the point. She questioned whether we expect the supply to exceed the demand and have the prices go down as she just does not think this something that is attainable. She stated that instead of asking about the percentages of R1, R2, and R3, why cannot we look at units so we can talk about the number of people living in Post Falls that are either living in an apartment complex or twin homes or condos or R1 because that is really what we're talking about. She asked if we really want to have half of Post Falls be in apartment complexes and half be R1, she does not think so, and does not think they are comparable numbers. Anyway, she concluded, she thought this project is going to be beautiful.

#### **Rebuttal**

#### **Jeramie Terzulli, Olson Engineering, Applicant**

Mr. Terzulli testified that these are going to be nearly double the minimum lot size required in the R1 zoning and is a deliberate attempt to put in larger lots with the ability to put a shop. He noted that they

could have gone denser and jammed some more units in there by right as the R1 zoning designation has a 6500 square feet minimum.

Mr. Terzulli explained that the reason he brought up the population and the reason for the distillation exercise because those are the issues that keep coming up. He pointed out that even the most liberal projections of population put us in an area that he believes is very sustainable and can directly align with the Comprehensive Plans goal to maintain a small town feel and aesthetic in Post Falls. He stated that it is possible while bringing in this growth. He explained that people are moving to places that better align with their core values and so we are seeing this natural shifting of people that want to be governed in more liberal states are gravitating there or choosing not to leave there and people that have had enough are moving. He noted he has had conversations with people that moved here they express why they've moved and it's in essence a political reason. He explained that one woman he spoke to was released from the San Francisco Police Department because she refused to get vaccinated.

Mr. Terzulli testified that diversity of housing product is coming to the market he believes it is a key component to what we have right now. As to the tax issue, he believes we have a cap on that. He went on to state that just because our property assessed value, which by state law must be within 90-110% of fair market value, increases they cannot increase our tax bill to reflect twice the property value they can only incrementally increase what we will pay in taxes. He simplified the point he was trying to make was if we can help stabilize some of this pricing perhaps or assessed value can better reflect fair market value then maybe we'll come back down to the stratosphere and therefore the tax consequence won't be so severe.

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

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

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

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

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

The Commission determines that the City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system as proposed is adequate. Any existing septic systems on the property will be required to be abandoned in conformance with Panhandle Health requirements.

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

The Commission determines that the subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

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

The Commission determines that, while the site is located over the Rathdrum prairie aquifer, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards.

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

The Commission determines that this subdivision request is conditioned upon the subsequent annexation and zoning by the City Council. If the area is zoned within the City of Post Falls as proposed with Single-Family Residential (R-1) zoning. The proposal conforms with the zoning and other requirements found in PFMC.

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

The Commission determines that: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

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

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-9 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission on June 14, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.

REASONED DECISION

7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
  - Provide a 8" sewer main within the right-of-way of 12<sup>th</sup> Avenue in the properties.
  - Provide a 12" sewer main within the right-of-way for Zorros Street.
8. Direct access from residential lots to 12<sup>th</sup> Avenue and Zorros Street shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along 12<sup>th</sup> Avenue and Zorros Street, including all landscaping, irrigation and removal of snow from sidewalks and trails.

**D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:**

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

**E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

**SUBD-0004-2022:** Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Ashlar Ranch Subdivision, SUBD-0004-2022, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on

August 9, 2022

8/9/22  
Date

[Signature]  
Chairman

[Signature]  
Attest

**NOTICE OF RIGHTS:**

**Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E**

**The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.**

**Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.**

**The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.**



**CITY OF POST FALLS**  
**AGENDA REPORT**  
Unfinished Business  
**MEETING DATE: 04/18/2023**

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**DATE:** 04/12/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** David Fair  
**SUBJECT:** Purchase of 6.6 Acres of Land at Montrose

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**ITEM AND RECOMMENDED ACTION:**

Staff is recommending the purchase of 6.6 acres of land within the Montrose subdivision and to authorize the mayor to sign the Purchase and Sale Agreement.

**DISCUSSION:**

This is a 6.6-acre parcel that is connected to park land that is to be dedicated to the city per the development agreement. It fronts Empire Center Boulevard and is North of Seltice  
This project / negotiations began in 2015 with the Tullamore project and has been review and approved by the Park and Recreation commission. The last time it was before council was approximately two years ago. The layout of the softball fields, amount of land required, and location Clark Fork Parkway onto Seltice have made this process take longer than ever anticipated. The purchase price is \$1,581,228.00. The purchase will be from Impact fees and ARPA funds.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

2015 - 2021

**APPROVED OR DIRECTION GIVEN:**

Proceed with negotiations with the developer.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$1,581,228.00

**BUDGET CODE:**

038-443-0000-96000



# RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2017  
EDITION



Page 1 of 6

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS  
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.  
**NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS  
OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.**

ID# City of Post Falls DATE 3/21/2023

LISTING AGENCY NA Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Listing Agent \_\_\_\_\_ E-Mail \_\_\_\_\_ Phone # \_\_\_\_\_  
SELLING AGENCY NA Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Selling Agent \_\_\_\_\_ E-Mail \_\_\_\_\_ Phone # \_\_\_\_\_

1. BUYER: City of Post Falls  
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to  
as "PROPERTY" COMMONLY KNOWN AS  
Post Falls City Idaho County, ID, Zip 83854 legally described as: \_\_\_\_\_

OR Legal Description Attached as exhibit "A" (Exhibit must accompany original offer and be signed or initialed by  
BUYER and SELLER.)

2. \$ 1,581,228.00 PURCHASE PRICE: ONE MILLION FIVE HUNDRED EIGHTY ONE THOUSAND TWO HUNDRED TWENTY EIGHT AND 00/100  
payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property  Yes  No

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

(A). \$ \_\_\_\_\_ EARNEST MONEY: BUYER hereby offers \_\_\_\_\_  
DOLLARS as Earnest Money in the following form:  cash  personal check  cashier's check  note (due date): \_\_\_\_\_  
 other \_\_\_\_\_ and  receipt is hereby acknowledged OR  BUYER will deliver  
Earnest Money within \_\_\_\_\_ business days (three [3] if left blank) of acceptance.  
Earnest Money to be deposited in trust account  upon receipt or  upon acceptance by BUYER and SELLER or  other \_\_\_\_\_  
and shall be held by:  Listing Broker  
 Selling Broker  Closing Agency  other \_\_\_\_\_ for the benefit of  
the parties hereto.

THE RESPONSIBLE BROKER SHALL BE:  
(B). ALL CASH OFFER:  NO  YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF  
CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide  
SELLER within \_\_\_\_\_ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient  
funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial  
statement.

Cash proceeds from another sale:  Yes  No  
(C). \$ \_\_\_\_\_ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing  
FIRST LOAN of \$ \_\_\_\_\_ not including mortgage insurance, through  FHA,  VA,  CONVENTIONAL,  IHFA,  
 RURAL DEVELOPMENT,  OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_ % for a period of \_\_\_\_\_ year(s) at:  
 Fixed Rate  Other \_\_\_\_\_. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,  
BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$ \_\_\_\_\_ through  FHA,  VA,  CONVENTIONAL,  IHFA,  RURAL DEVELOPMENT,  
 OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_ % for a period of \_\_\_\_\_ year(s) at:  Fixed Rate  Other \_\_\_\_\_  
LOAN APPLICATION: BUYER  has applied OR  shall apply for such loan(s) Within \_\_\_\_\_ business days (ten [10] if left blank) of final acceptance  
of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification,  
debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and  
subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at  
not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion,  
agrees to reduce the purchase price to meet the appraised value. SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from  
receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction  
provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.  
FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete  
the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has  
been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a  
Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

If such written confirmation required in 3(B) or 3(C) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel  
this agreement by notifying BUYER(S) in writing of such cancellation within \_\_\_\_\_ business days (three [3] if left blank) after written confirmation was  
required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written  
confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably  
withheld.

(D). \$ \_\_\_\_\_ ADDITIONAL FINANCIAL TERMS:  
 Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).  
 Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties

(E). \$ \_\_\_\_\_ APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at  
closing, IN GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

BUYER'S Initials (\_\_\_\_\_) (\_\_\_\_\_) Date \_\_\_\_\_ SELLER'S Initials (\_\_\_\_\_) (\_\_\_\_\_) Date 3/21/2023

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Idaho Association of REALTORS<sup>®</sup>. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS<sup>®</sup>, Inc. All rights reserved

PROPERTY ADDRESS: None Assigned

ID#: City of Post Falls

4. OTHER TERMS AND/OR CONDITIONS: See Sewer and Water As-built drawings titled HARPERS SITE for sewer and water service information.

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION:

(A). BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER

- 1. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
2. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
3. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage
4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): Sewer service provided by the City of Post Falls, Water service provided by East Greenacres Irrigation District. Electrical Service by Avista Corporation and Phone Service by Ziplly Fiber. Street access from Empire Center Way.
5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B). BUYER chooses [ ] to conduct inspections; [x] not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 6. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as "Buyer's Inspection Contingency." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within \_\_\_\_\_ calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct
2. If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
3. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, It shall end BUYER's timeframe for Inspections and is Irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have \_\_\_\_\_ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, BUYER may proceed under 6(C)(4) below.

BUYER'S Initials ( ) ( ) Date \_\_\_\_\_

SELLER'S Initials (KS) ( ) Date 4/16/2023

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PROPERTY ADDRESS: None Assigned ID#: City of Post Falls

4. If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within \_\_\_\_\_ business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

7. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. **TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). **PRELIMINARY TITLE COMMITMENT:** Within 14 business days (six [6] if left blank) of final acceptance of all parties  SELLER or  BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 7 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within \_\_\_\_\_ business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). **TITLE COMPANY:** The parties agree that TitleOne Title Company located at 2065 West Rivertone Drive Coeur d' Alene, ID 83814 shall provide the title policy and preliminary report of commitment.

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

9. **COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs):** As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have \_\_\_\_\_ business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

10. **SUBDIVISION HOMEOWNER'S ASSOCIATION:** BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents:  Yes  No  N/A Association fees/dues are \$ NA per NA  BUYER  SELLER  Shared Equally  N/A to pay Homeowner's Association SET UP FEE of \$ NA and/or  BUYER  SELLER  Shared Equally  N/A to pay Homeowner's Association PROPERTY TRANSFER FEES of \$ NA at closing.

11. **INTERSTATE LAND SALES FULL DISCLOSURE ACT:** This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

12. **FARM/CROPS/TIMBER RIGHTS:** SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

13. **NOXIOUS WEEDS:** BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

BUYER'S Initials (\_\_\_\_\_) Date \_\_\_\_\_ SELLER'S Initials (KJ) Date 4/14/2023

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PROPERTY ADDRESS: \_\_\_\_\_

None Assigned

ID#: City of Post Falls

14. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing

15. WATER RIGHTS Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

16. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

17. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

21. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters.

23. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

24. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

25. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): \_\_\_\_\_ unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within \_\_\_\_\_ business days (ten [10] if left blank) prior to closing

Upon closing SELLER agrees to pay \_\_\_\_\_% of the purchase price OR \$\_\_\_\_\_ (dollar amount) (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER'S discretion.

COSTS	BUYER		SELLER		Shared Equally	N/A	CONTINGENCIES	BUYER		SELLER		Shared Equally	N/A
Appraisal Fee						X	Environmental Inspection (Phase 1)						X
Long Term Escrow Fees						X	Environmental Inspection (Phase 2)						X
Closing Escrow Fee					X		Environmental Inspection (Phase 3)						X
Survey Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER						X	PERC Test						X
Flood Certification/Tracking Fee						X	Zoning Variance						X
Title Ins. Standard Coverage Owner's Policy				X			Soil(s) Test(s)						X
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy						X	Hazardous Waste Report(s)						X
Additional Title Coverage						X							
Water Rights Transfer Fee						X							
Attorney Contract Preparation or Review Fee						X							

BUYER'S Initials (\_\_\_\_\_) (\_\_\_\_\_) Date \_\_\_\_\_

SELLER'S Initials (RS) (\_\_\_\_\_) Date 4/14/2023

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PROPERTY ADDRESS: None Assigned ID#: City of Post Falls

26. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled...

27. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency...

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees...

29. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

30. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent...

31. POSSESSION: BUYER shall be entitled to possession [X] upon closing or [ ] date \_\_\_\_\_ at \_\_\_\_\_ [ ] am [ ] pm.

32. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated [X] upon closing or as of [ ] date \_\_\_\_\_

33. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing:

34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- [ ] A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
[ ] B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
[ ] C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
[ ] D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- [ ] A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
[ ] B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
[ ] C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
[ ] D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials ( ) ( ) Date SELLER'S Initials ( ) ( ) Date

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PROPERTY ADDRESS: \_\_\_\_\_ ID#: \_\_\_\_\_

35. ASSIGNMENT: This Agreement and any rights or interests created herein  may  may not be sold, transferred, or otherwise assigned.

36. ACCEPTANCE: This offer is made subject to the acceptance, counter or rejection of SELLER and BUYER on or before (Date) \_\_\_\_\_ at (Local Time in which PROPERTY is located) \_\_\_\_\_  A.M.  P.M.

37. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S): \_\_\_\_\_ (Specify number of BUYER addendum(s) attached.)

SEE ATTACHED BUYER'S EXHIBIT(S): \_\_\_\_\_ (Specify number of BUYER exhibit(s) attached.)

BUYER does currently hold an active Idaho real estate license.  BUYER is related to agent.

BUYER Signature \_\_\_\_\_ BUYER (Print Name) \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Address \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

BUYER does currently hold an active Idaho real estate license.  BUYER is related to agent.

BUYER Signature \_\_\_\_\_ BUYER (Print Name) \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Address \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

38. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # \_\_\_\_\_

SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # \_\_\_\_\_

SELLER does currently hold an active Idaho real estate license.  SELLER is related to agent.

SELLER Signature  SELLER (Print Name) Kevin Schneidmiller (Greenstone-Kootenai II)

Date 4/4/2023 Time 1:30  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Address N. 1421 Meadowwood Lane Ste. 200 Liberty Lake, WA 99019

E-Mail kschneidmiller@greenstonehomes.com Fax # \_\_\_\_\_

SELLER does currently hold an active Idaho real estate license.  SELLER is related to agent.

SELLER Signature \_\_\_\_\_ SELLER (Print Name) \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

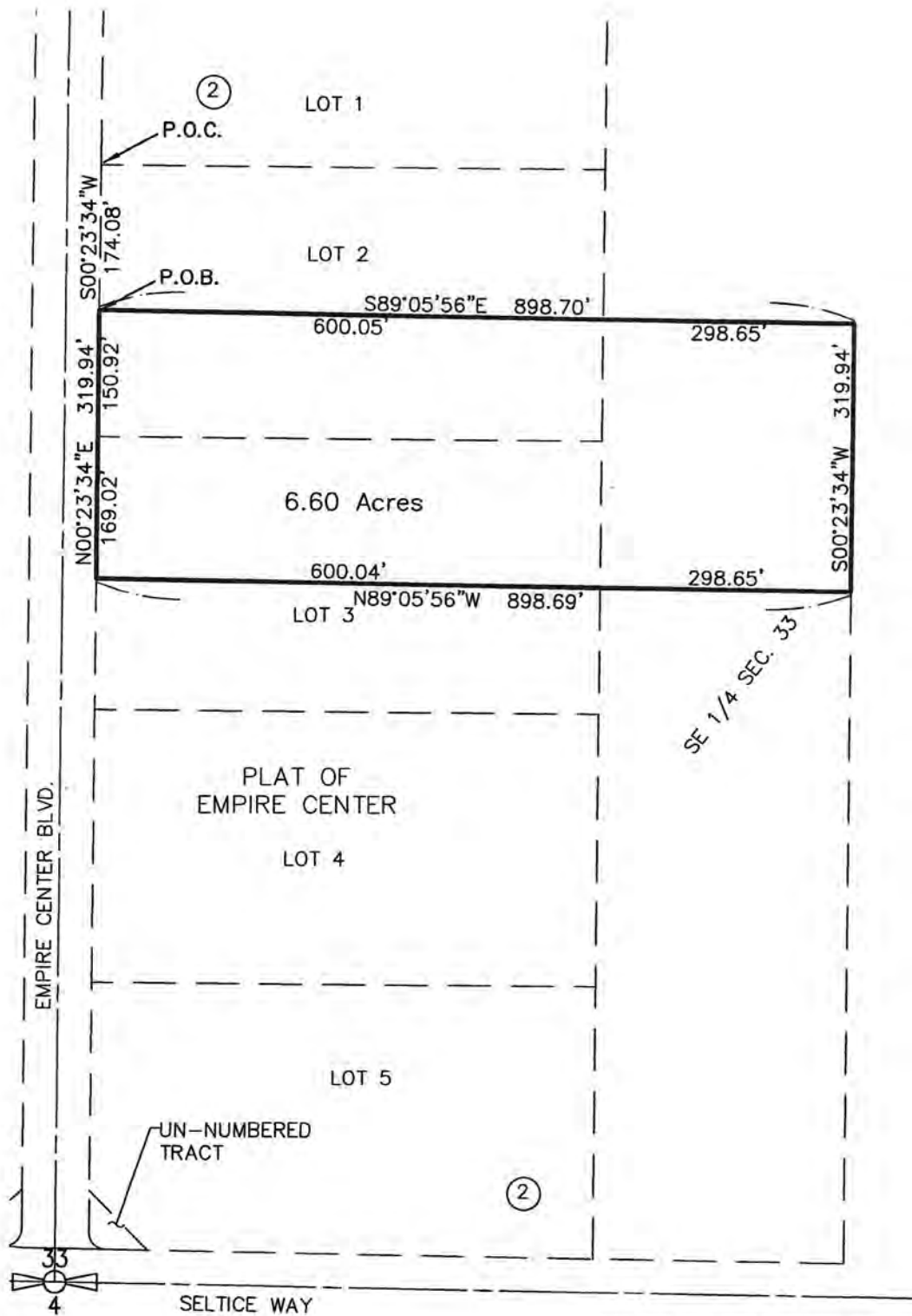
Address \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within \_\_\_\_\_ calendar days (three [3] if left blank) by BUYER initialing HERE (\_\_\_\_)(\_\_\_\_) Date \_\_\_\_\_. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

EXHIBIT FOR 6.6 ACRE SITE AT MONTROSE  
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33  
 T51N, R5W, B.M. CITY OF POST FALLS,  
 KOOTENAI COUNTY, IDAHO



SCALE: 1"=200'  
 P.O.C.=POINT OF COMMENCEMENT  
 P.O.B.=POINT OF BEGINNING



**RFK LAND SURVEYING INC..**

1420 WEST GARLAND AVENUE  
 SPOKANE, WA 99205  
 TEL: (509) 324-7861  
 FAX: (509) 327-7249  
 E-MAIL: rudy@rfklandsurveying.com

**DRAWN**

**MEM**

**DATE**

12/05/22

**APPROVED**

**MEM**

**DATE**

12/05/22

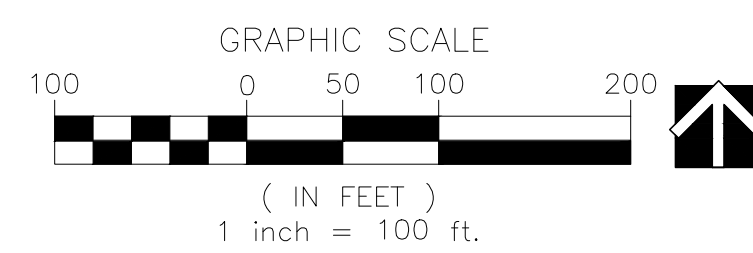
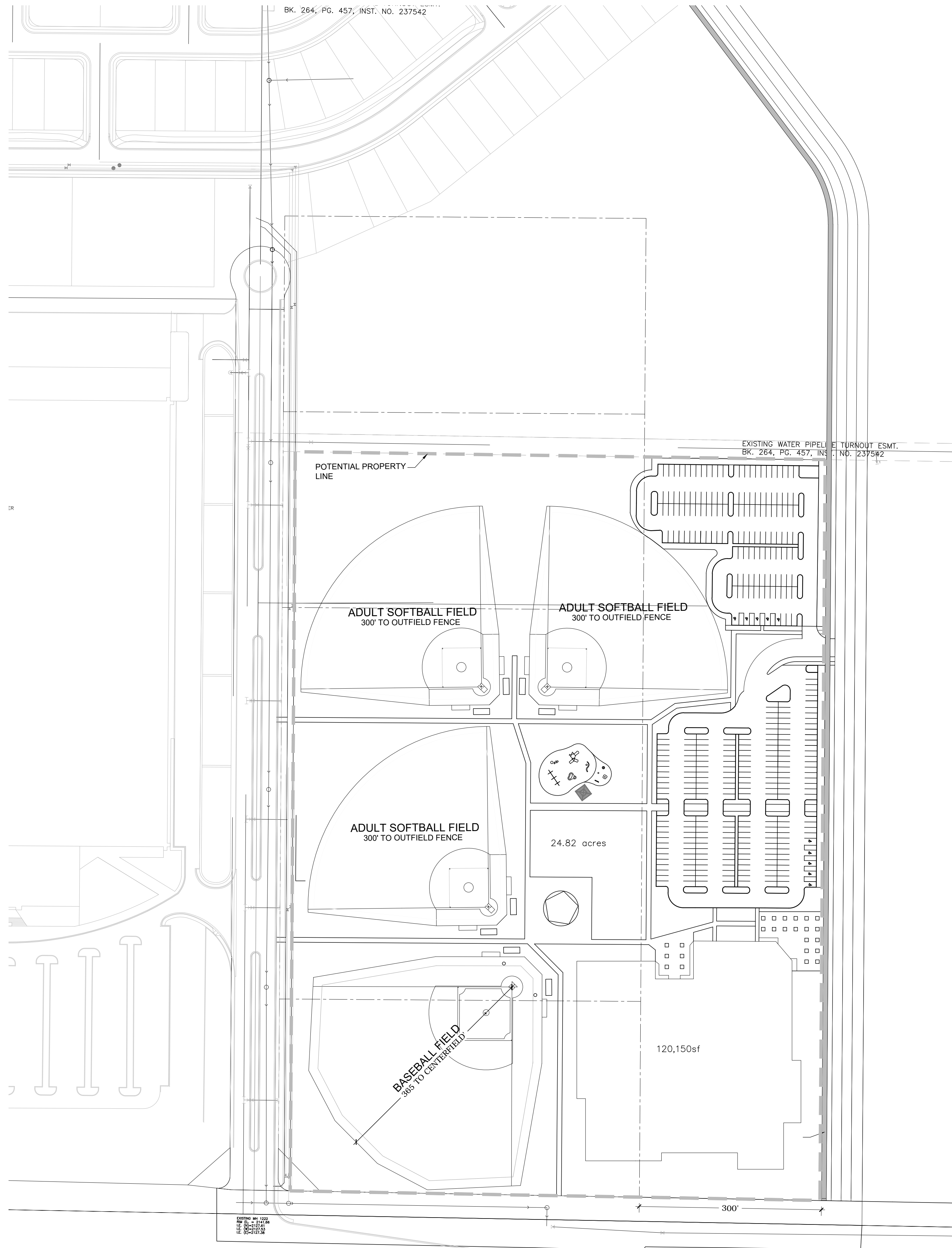
**PROJECT**

22-135

**SCALE**

1"=200'





# Montrose Development Agreement

# Montrose Development Agreement Exhibits

## Exhibit #1

### Reference Document

Site Plan of Record  
& Legal Description

Circulation Plan

Phasing Plan

PUD Standards

## Exhibit #2

Facts and Findings

## Exhibit #3

Phased Development Agreement

## Exhibit #4

Lien Rights Covenant

## Exhibit #5

Public Access Easement

1572462

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) SS  
AT THE REQUEST OF  
City of Post Falls

JAN 22 1 44 PM '99

DANIEL J. ENGLISH

DEPUTY 57.00  
FEES (19 pages)

**MASTER DEVELOPMENT AGREEMENT**

**FOR  
THE MONTROSE COMMUNITY P.U.D.**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, GREENSTONE-KOOTENAI, INC., 707 W. 7th Ave., Suite 320, Spokane Washington 99204 hereinafter the "Developer", an Idaho corporation, and SCHNEIDMILLER LAND COMPANY, N. 1551 Chase Road, Post Falls, Idaho 83854 hereinafter the "Owner", a Washington corporation, enter into this Master Development Agreement, hereinafter the "Agreement", effective the 5th day of May 1998, executed with reference to the following conditions and circumstances.

It is Agreed among the parties as follows:

**RECITALS**

- A. Owner owns approximately 467 acres of real property in fee simple title located within the City of Post Falls. Owner and Developer have entered into an Option Agreement whereby Owner has granted to Developer the exclusive right to purchase and develop said acreage as well as act exclusively as Owner's agent for the development of said acreage in accordance with this Agreement and official proceedings of the City of Post Falls. Said acreage is planned for a phased, mixed-use development encompassing the development of Industrial, Commercial Retail, and Residential designated uses which require major investments in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as the Montrose Planned Unit Development (hereinafter the "Project"). The Project is more specifically identified and described as the Site Plan of Record (Records of the City of Post Falls) in the Reference Document which is attached hereto and incorporated, as if fully set forth herein, and identified as Exhibit No. 1.

1572462

- B. In order to strengthen the public planning process, and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings the City is authorized to enter into agreements by Idaho Code §50-301 Pursuant to the negotiations which led to this Agreement, the City Council approved this Agreement pursuant to Resolution 98 -\_\_.
- C. Development of the Project in accordance with the terms and conditions of this Agreement will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and to provide appropriate assurance to Developer regarding development of the Project as it progresses through successive development phases in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for each phase of the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents. The Project will be developed as a Planned Unit Development (PUD) which is a discretionary approval process and which confers benefits to the City, Owner, Developer and the community as a whole. The Owner and Developer benefit by having a greater concentration of residential density in certain parts of the Project when compared with what would nominally be allowed by the underlying zoning district(s). Further, modified site development standards allow deviations from the City's nominal development standards while ably accommodating the contemplated development. City will otherwise benefit by knowing in advance the need for utilities and transportation systems. The community will gain by the addition of publicly accessible open space and park lands to be designed and developed by Developer. The Project's overall density, the proposed mix of land uses, and general design are conditionally approved for a fifteen-year period and City, Owner and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.

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- D. City acknowledges that Owner and Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop the Montrose PUD subject to the satisfaction of all terms and conditions contained herein and compliance with legal requirements occasioned hereby.
- E. The Planning & Zoning Commission of the City held an initial public hearing on April 24, 1997 and continued said public hearing at meetings on May 13, 1997, June 3, 1997, July 8, 1997, and July 23, 1997. Proper notice of the public hearing as required by the Post Falls Municipal Code and Idaho Code was given through the *Post Falls Tribune* newspaper (the City's official newspaper) and by U.S. Mail to owners within 300 feet of the perimeter of the Project. The Notice of Public Hearing was posted on the Project site on April 17, 1997. Said public hearing was held as scheduled and on July 23, 1997. The Planning Commission voted unanimously to approve the Planned Unit Development Proposal and Preliminary Plat and to recommend, with conditions, approval of the Project to the City Council.
- F. On August 19, 1997, the City Council began review of the record and the recommendation of the Planning & Zoning Commission. On September 2, 1997 the City Council, after consideration of the record and the recommendation of the Planning & Zoning Commission, granted approval, with conditions, which conditions were outlined in the FINDINGS OF FACT & CONCLUSIONS OF LAW. PRELIMINARY PUD & SUBDIVISION, MONTROSE COMMUNITY PLAN, GREENSTONE DEVELOPMENT (hereinafter "Findings Of Fact"). Said Findings Of Fact are attached hereto and by this reference incorporated herein as Exhibit 2 within the Reference Document. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of specific development plans and final plat maps for portions or phases of the Project. During City's review process of specific development plans and final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Findings of Fact and Conclusions were prepared as part of the City Council's review and approval of the Project. Minor changes in the manner of implementation of the approval

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memorialized hereby can be made by mutual agreement of the Developer and Owner and the City's administrative staff.

- I. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Findings of Fact and Conclusions adopted by the City Council which shall be deemed a part of this Agreement.

NOW, THEREFORE, It is further agreed by the City, Owner and Developer as follows:

1. Property and Term.

1.1. Property Subject to this Agreement. All of the real property defined herein as the Project (Description contained in Exhibit 1 in the Reference Document) shall be subject to this Agreement. The parties intend that the provisions of this Agreement shall constitute covenants which shall run with the Project's land and the benefits and burdens hereof shall bind and inure to all the successors in interest to the parties hereto.

1.2. Term. The term of this Agreement shall commence upon the effective date of the final decision approving this Agreement and shall continue for fifteen years thereafter or until all lands described in Exhibit A are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. The duration of this Agreement envisions continuing development of the project with a phase to be presented for final construction approval at least every two years. If no substantial project phase (equal to at least 5% of the gross Project area) is submitted and constructed for a period of two years, City is authorized to give notice to Owner and Developer of intent to terminate this Agreement for non-performance. Upon such notice, Owner and Developer shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from

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Developer and Owner, in addition to comments from the public, City's governing board may finally decide the status of this Agreement, setting forth its rationale in writing.

1.3. Use of the Property. Owner has the right to continue agricultural practices and uses in accordance with Idaho law on any portion of the Project during the duration of this Agreement.

## 2. Project Regulations and Policies.

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

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

2.1.2. Future Application. Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City,



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this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner which most closely approximates the approach envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3. Fees. All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of each final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

2.2. Project is a Private Undertaking. It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

2.3. Hold Harmless. Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City. This provision shall be supplemented by the requirements of specific development agreements which will be executed between the parties upon the occasion of development of any phase of the Project.

### 3. Project Phasing.

3.1. Timing of Development. The parties acknowledge that Developer cannot at this time predict when or the order in which Project phases will be developed. Such decisions with respect to phasing of the Project will depend upon a number of circumstances not within the control of the Developer, including, without limitation, market orientation and demand for the use or uses within the Project, the condition of capital markets and availability of appropriate financing for the development of the Project (such as construction or interim and permanent loans, and/or equity capital), access and availability of public utilities and services and other similar factors. Developer shall therefore have the right to develop the Project in phases in such order and at such times as Developer deems appropriate within the exercise of its subjective business analysis of those factors determining, in Developer's judgment, the appropriate course of development of the Project, so long as the Project is planned as an integrated mixed-use development as contemplated by the approvals granted by the City and the provisions of this Agreement. Each phase of such development shall be configured to create a serviceable project which would be capable of standing alone or with other completed phases if the Project were to be terminated at the conclusion of said phase. Project phasing shall not produce an imbalance of common/private space or commercial/residential space when compared to the overall project ratios therefor upon the conclusion of any phase.

3.2. Phased Development Agreement. Developer will determine the extent of development for each final plat map which may or may not conform exactly to the phasing schedule as included in Exhibit No. 1 attached hereto. For each phase of the Project, City, Owner and Developer, as appropriate, agree to enter into a Phase/Subdivision Development Agreement which shall more particularly describe the duties and obligations of all parties for the development of a phase pursuant to a submittal by Developer to City for a final plat map or other development approval. The Phase/Subdivision Development Agreement is to establish specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete a phase of the project as proposed and approved. The form of the Phase/Subdivision Development Agreement shall be in essentially the form attached hereto

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by reference as Exhibit 3. Nothing in the Phase/Subdivision Development Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.

3.3 Modifications of Phasing Schedule. The purpose of the Phasing Schedule is to give an estimate of the timing of the development of the Project. City and Developer may modify the Phasing Plan through administrative review with City staff subsequent to the execution of any Phase/Subdivision Development Agreement.

3.4 Phasing Review. During the term of this Agreement, the Developer shall periodically review the development status of the Project with City. Such periodic review will permit City to more effectively plan and manage the necessary infrastructure improvements for the Project. Phasing of development shall otherwise conform to the procedural requisites of this Agreement.

#### 4. City's Specific Rights.

4.1. Lien Rights. City will provide sewer, refuse and street lighting service to the Project, while the East Green Acres Water District is projected to be the water purveyor for the Project. City and Developer wish to provide a remedy to City for enforcing the duty of Project residents and users to pay City for sewer, refuse and street lighting service by providing the City with voluntary and consensual lien rights against each individual parcel or lot developed within the Project for the purpose of collecting past due sewer, refuse or street lighting bills due the City.

4.1.1. Covenant. Developer and Owner shall execute and record a covenant whereby City shall have lien rights against residences, commercial or industrial users within the Project for non-payment of delinquent sewer, refuse or street lighting service. This covenant shall be essentially in the content and form of the attached Exhibit 4 and shall be recorded to run with the land and be binding upon all successors in interest.

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4.1.2. Industrial and Commercial Users. In addition Developer shall require installation of a shut-off valve on the Project's sewer services and/or laterals for all industrial and commercial users constructed within the Project. These shut-off valves shall be incorporated into all sewer services and/or private laterals (if such are permitted) and shall be located within the public right of way or easements and will enable City to terminate sewer collection service to any delinquent industrial or commercial user within the Project.

5. Parks, Open Spaces and Recreational Facilities.

5.1. Mitigation Fees. City's open space requirements are contained in Planned Unit Development, Section 18.32, of Post Falls Municipal Code. The City has enacted a mitigation (development impact) fee for the development and acquisition of park land and open space which is based upon a Capital Improvements Plan for park land, open space, and recreational needs within the City. The Project's designated parks, open space area, and proposed recreational facilities exceed the amount mandated by Section 18.32 and the City's proposed Capital Facilities Plan. The Project's open spaces contain community and neighborhood parks which will benefit the City and meet the needs identified in the Capital Facilities Plan. Based upon the provisions for parks, open space and recreational facilities included within the Project the City agrees to consider the park, open space or recreation portion of the development impact mitigation fee satisfied by virtue of the open space and park improvements to be made in the Project. Such satisfaction contemplates completion of open space requirements in manner and quantity proportionate to the overall open space designated for the Project.

5.2. Public Park Dedications. The Developer agrees to design, construct and dedicate to the City and the City agrees to accept as public park facilities the Village Square Park and the soccer/baseball field (hereinafter "Park and Field Improvements") within the Project as identified in Exhibit 1. Developer shall design the Park and Field Improvements incorporating existing City's Parks and Recreation Department construction standards. The

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plans shall be reviewed and approved by the City's Park and Recreation Commission and City Council. Upon completion of the Park and Field Improvements, Developer shall prepare as-built drawings and then dedicate these lands and improvements to the City free of all encumbrances and in serviceable condition. The City shall accept and maintain the Park and Field Improvements. The Developer will be responsible to complete improvements at the time that adjacent private improvements are being constructed in each phase as proposed in the phasing plan or as otherwise necessary to maintain proportionality in the Project development plans.

5.3. Open Space Improvements. The Project's open space areas shall be designed and constructed by Developer. City agrees that Developer shall have the exclusive right to design and construct the park, open space and recreational facilities within the project, except as noted in Section 5.2 above.

5.4. Community Center Site. The Project shall contain a Community Center Site as identified in Exhibit 1. This site shall be made available for the development of community recreational, service, or cultural facilities which may include, but shall not be limited to, uses such as daycare facilities, youth center, health club, library, civic theater, conference center or fire station. The parcels within the Community Center Site shall be provided by Developer at no cost to non-profit corporations, community organizations, municipal corporations or special purpose districts and shall be available for use by the general public in accordance with rules or conditions established therefor.

5.5. Public Access To Open Spaces. Developer shall allow public access to all private parks and open space areas within the Project once development of said lands is complete by means of a Public Access Easement in the form attached hereto as Exhibit 5 and incorporated herein by this reference.

## 6. City's Good Faith In Processing.

6.1. Processing. City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for design review, final plat map

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processing and approval, building permits or other authorizations needed for development of the Project.

6.2. Permits. City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to issue such permits and approvals in a timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

7. Notices, Demands and Communications Among The Parties.

7.1. Notice. Formal written notices, demands, correspondence and communications among the City, Owner and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City, the Owner and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section.

DEVELOPER

Greenstone-Kootenai, Inc.  
707 W. 7th Avenue, Suite 320  
Spokane, Washington 99204  
(509) 458-5860

PROPERTY OWNER

Schneidmiller Land Company  
N. 1551 Chase Road  
Post Falls, Idaho 83854  
(208) 664-1461

CITY

Mayor  
City of Post Falls  
Post Falls, Idaho 83854  
(208) 773-3511

8. Default, Remedies, Termination, Review.

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

thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement or give notice of termination of this Agreement. Such notice of termination shall be by certified mail, return receipt requested. Failure or delay in giving notice of default pursuant to this Section 8.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project when a condition of default exists.

8.2. Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.

8.3. Termination for Unforeseen Circumstances. These provisions provide a mechanism for the identification of those circumstances which justify the modification, termination or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, City determines that the health, safety and general welfare of the City requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of (a) the City's determination, (b) the reasons for the City's determination and all facts upon which such reasons are based, and (c) forward to Developer

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(a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefor; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which hearing Developer shall have the right to offer witnesses, reports and oral and written testimony, and further have the right to examine witnesses, City staff or other persons. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known: (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances which shall cause the operation of this provision shall not be the result of changes in state or federal law.

## 9. Subsequent Laws As Superseding Terms.

9.1. Supersedure by Subsequent Laws. If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and

confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is



successful, this Agreement shall remain unmodified and in full force and effect.

## 10. Mortgagee Protection; Certain Rights of Cure.

10.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

10.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

10.3. Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. Owner and Developer are obliged hereby to notify the City of any Mortgagee

with an interest in the Project.

11. Transfers and Assignments.

11.1. Right to Assign. Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

11.2. Release Upon Transfer. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 11.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer (1) if Developer is not then in default under this Agreement; (2) Developer has provided to City notice of such transfer, and (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally assumes all of the obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred. Developer shall be released from its obligations under Section 5 if the transferee assumes the obligations of Developer pursuant to such Section and if City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5 or if surety is provided to guarantee performance.

Developer shall, in any event, give notice to City of any transfer hereunder, disclosing therein the identity of the transferee and such transferee's address. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

12. Covenants Run With The Land.

12.1. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws. Each covenant to do or refrain from doing some act on the Project hereunder, or with respect to any City owned property located within the Project, (1) is for the benefit of such properties and is a burden upon such property; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person or entity having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each party and its property hereunder, and each other person or entity succeeding to an interest in such properties.

13. General Provisions.

13.1. No Joint Venture or Partnership. City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners.

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

13.3. Entire Agreement. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement consists of ( ) pages, including the Recitals and \_\_\_\_\_ Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

**Exhibit 1:** General Site Plan and Design

**Exhibit 2:** Findings of Fact and Conclusion of Law, Preliminary PUD & Subdivision, Montrose Community Plan, Greenstone Development as approved by the Post Falls City Council on \_\_\_\_\_, 1998.

**Exhibit 3:** Phased/Subdivision Development Agreement

**Exhibit 4:** Sewer, Refuse and Street Light Lien Rights Covenant

**Exhibit 5:** Public Access Easement - Public Use of Open Space

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

13.5. Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining

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orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years or for a period which would cause this Agreement or provisions hereof to be void as violating the rule against perpetuities.

13.6. Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of an such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

13.7. Duty To Record. This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by Developer.

Executed the day and year first written above.

CITY OF POST FALLS, a Municipal Corporation

By:

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*S. J. Johnson*

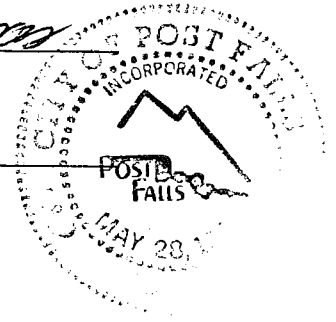
S. J. Johnson

Mayor

*Christene Pappas*

Christene Pappas

City Clerk



Greenstone Kootenai, Inc.

By: *Jan St. Laurent*  
Its: *Secretary*

By: *Jan St. Laurent*  
Its: *Pres.*

Schneidmiller Land Company

By: *Kevin E. Schneidmiller*  
Its: *Sec. Treas.*

By: *Kevin E. Schneidmiller*  
Its: *President*

ACKNOWLEDGMENTS

Exhibits should carry paginated footer that continues with reference to Agreement

# Exhibit #1

## Reference Document

Site Plan of Record  
& Legal Description

Circulation Plan

Phasing Plan

PUD Standards

Site Plan of Record  
& Legal Description



LEGAL DESCRIPTION  
MONTROSE  
17 FEBRUARY, 1998

Section 33, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho

EXCEPT therefrom Lots 1 through 4, Block 1, EMPIRE CENTER, according to the plat thereof recorded in Book G of Plats at Page 35, records of the Kootenai County Recorder.

ALSO EXCEPT Lots 7 through 12, Block 55, NELSON'S ADDITION TO POST FALLS, according to the plat thereof recorded in Book A of Plats at Page 1, records of the Kootenai County Recorder.

ALSO EXCEPT Tax No. 1432.

ALSO EXCEPT Tax No. 1433.

ALSO EXCEPT Tax No. 12537.

ALSO EXCEPT Tax No. 15615.

ALSO EXCEPT the Burlington Northern Railroad right of way.

ALSO EXCEPT the Union Pacific (Spokane International) Railroad right of way.

ALSO EXCEPT the east half of Cannon Street west of Lot 7, Block 55 of the aforementioned NELSON'S ADDITION TO POST FALLS and the south half of the alleyway north of and adjoining Lots 7, 8, 9, 10, 11 and 12, Block 55, said NELSON'S ADDITION TO POST FALLS vacated by City of Post Falls Ordinance No. 890, dated 17 October, 1997 and filed as Instrument No. 1509790.

ALSO EXCEPT any portion lying within the public road rights of way of Seltice Way, Empire Center Boulevard, McGuire Road, Poleline Road, Chase Road, and Mullan Road.

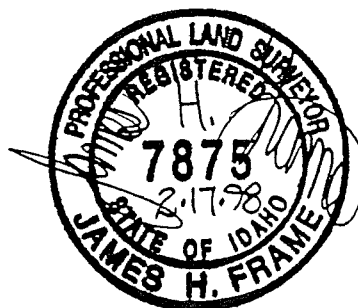
ALSO EXCEPT the west 408.40 feet of the east 433.40 feet of the south 1212.99 feet of the north 1237.99 feet of the Northeast Quarter of said Section 33.

ALSO EXCEPT the west 387.00 feet of the east 412.00 feet of the south 80.00 feet of the north 1317.99 feet of said Northeast Quarter of Section 33.

ALSO EXCEPT the west 250.00 feet of the east 290.00 feet of the north 173.00 feet of the Southeast Quarter of said Section 33.

ALSO EXCEPT that portion of the Northwest Quarter of said Section 33 lying northerly of the northerly margin of the aforementioned Union Pacific (Spokane International) Railroad right of way.

Containing 492.65 acres, more or less.



LEGAL DESCRIPTION  
MONTROSE  
17 FEBRUARY, 1998

Section 33, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho

EXCEPT therefrom Lots 1 through 4, Block 1, EMPIRE CENTER, according to the plat thereof recorded in Book G of PLats at Page 35, records of the Kootenai County Recorder.

ALSO EXCEPT Lots 7 through 12, Block 55, NELSON'S ADDITION TO POST FALLS, according to the plat thereof recorded in Book A of Flats at Page 1, records of the Kootenai County Recorder.

ALSO EXCEPT Tax No. 1432.

ALSO EXCEPT Tax No. 1433.

ALSO EXCEPT Tax No. 12537.

ALSO EXCEPT Tax No. 15615.

ALSO EXCEPT the Burlington Northern Railroad right of way.

ALSO EXCEPT the Union Pacific (Spokane International) Railroad right of way.

ALSO EXCEPT the east half of Cannon Street west of lot 7, Block 55 of the aforementioned NELSON'S ADDITION TO POST FALLS and the south half of the alleyway north of and adjoining Lots 7, 8, 9, 10, 11 and 12, Block 55, said NELSON'S ADDITION TO POST FALLS vacated by City of Post Falls Ordinance No. 890, dated 17 October, 1997 and filed as Instrument No. 1509790.

ALSO EXCEPT any portion lying within the public road rights of way of Seltice Way, Empire Center Boulevard, McGuire Road, Poleline Road Chase Road, and Mullian Road.

ALSO EXCEPT the west 408.40 feet of the east 433.40 feet of the south 1212.99 feet of the north 1237.99 feet of the Northeast Quarter of said Section 33.

ALSO EXCEPT the west 387.00 feet of the east 412.00 feet of the south 80.00 feet of the north 1317.99 feet of said Northeast Quarter of Section 33.

ALSO EXCEPT the west 250.00 feet of the east 290.00 feet of the north 173.00 feet of the Southeast Quarter of said Section 33.

ALSO EXCEPT that portion of the Northwest Quarter of said Section 33 lying northerly of the northerly margin of the aforementioned Union Pacific (Spokane International) Railroad right of way.

Containing 492.65 acres, more or less.

# Circulation Plan

# CIRCULATION PLAN



URBAN COLLECTOR STREET



RESIDENTIAL COLLECTOR STREET

# Phasing Plan

# MONTROSE PHASING PLAN

## SCHEDULE OF IMPROVEMENTS

**PHASE:** INDUSTRIAL / COMMERCIAL

**DEVELOPMENT:**

### RESIDENTIAL UNITS

SINGLE FAMILY: 0

CLUSTER: 0

MULTIFAMILY: 0

INDUSTRIAL PARK ACERAGE: 48.2

RETAIL CENTER ACERAGE: 20.4

OFFICE PARK ACERAGE: 9.6

**OPEN SPACE / RECREATIONAL IMPROVEMENTS:** Streetscape landscaping along Seltice Avenue. Internal trail system completed adjacent to platted areas under construction. Completion of 6.6 Acre Central Park

**SEWER IMPROVEMENTS:** Improvements adjacent to platted areas.

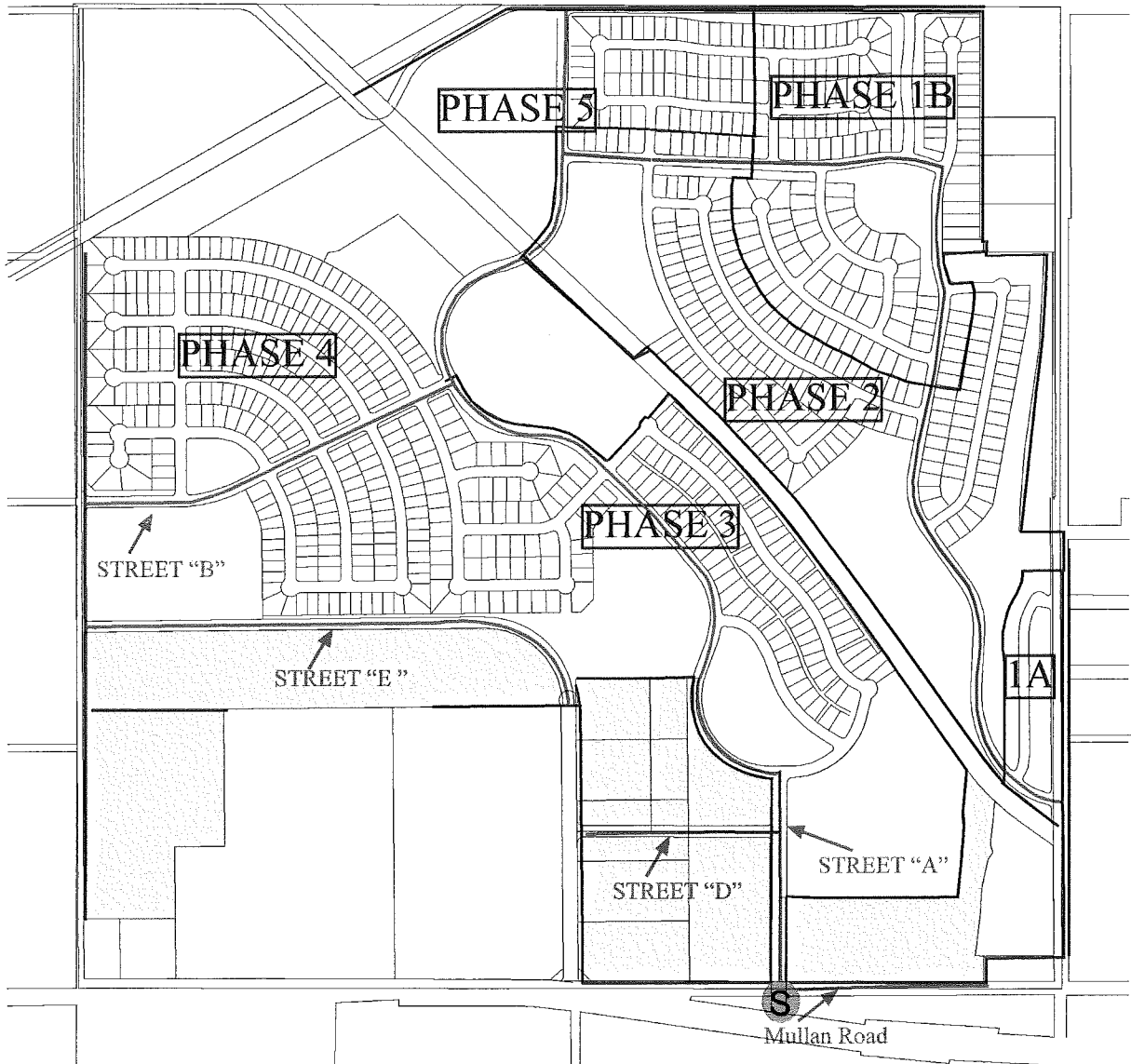
**WATER IMPROVEMENTS:** Improvements adjacent to platted areas.

**STORMWATER CONTROL IMPROVEMENTS:** Completion of on-site stormwater swales and ponds required for all roads constructed.

**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of streetscape landscaping and trail system as roadways are constructed; Completion of internal circulation per master plan design; Completion of Mullan from Street "A" east to project boundary upon development of 3.0 or more acres of the office park site; Completion of Street "D" from Civic Center west to Empire Center Drive upon development of 3.0 or more acres of industrial park site in phase 1 east of Empire Center Drive or the construction of the City of Post Falls fire station, whichever shall occur first; Signalization of Street "A" at Seltice Road upon development of 5.0 or more acres of the Business Park and /or Retail Center; Completion of half street improvements to McGuire Road ( including half road, curbing, sidewalk / pathway and storm drainage) adjacent to areas platted and under construction.

# PHASING PLAN

## Commercial / Industrial



**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation within the areas, as they are developed, per master plan design; completion of Mullan from Street "A" east to project boundary upon development of 3.0 or more acres of the office park site; completion of Street "D" from Civic Center west to Empire Center Drive upon development of 3.0 or more acres of industrial park site in phase 1 east of empire center drive or the construction of the City of Post Falls fire station, whichever shall occur first; signalization of Street "A" at Seltice Road upon development of 5.0 or more acres of the Business Park and / or Retail Center.



# MONTROSE PHASING PLAN

## SCHEDULE OF IMPROVEMENTS

**PHASE:** 1

**DEVELOPMENT:**

RESIDENTIAL UNITS

SINGLE FAMILY: 176

CLUSTER: 0

MULTIFAMILY: 0

INDUSTRIAL PARK ACERAGE: 0 acres

RETAIL CENTER ACERAGE: 0 acres

OFFICE PARK ACERAGE: 0 acres

**OPEN SPACE / RECREATIONAL IMPROVEMENTS:** Development of the Northeast Park (4.1 acres); complete frontage improvements including Trail system on Pole Line and Chase adjacent to roadways as they are constructed; completion of streetscape landscaping as roadways are constructed.

**SEWER IMPROVEMENTS:** Connection to existing sewer in Chase Road  
Extension of Sewer from Empire Center Road to Pole Line.

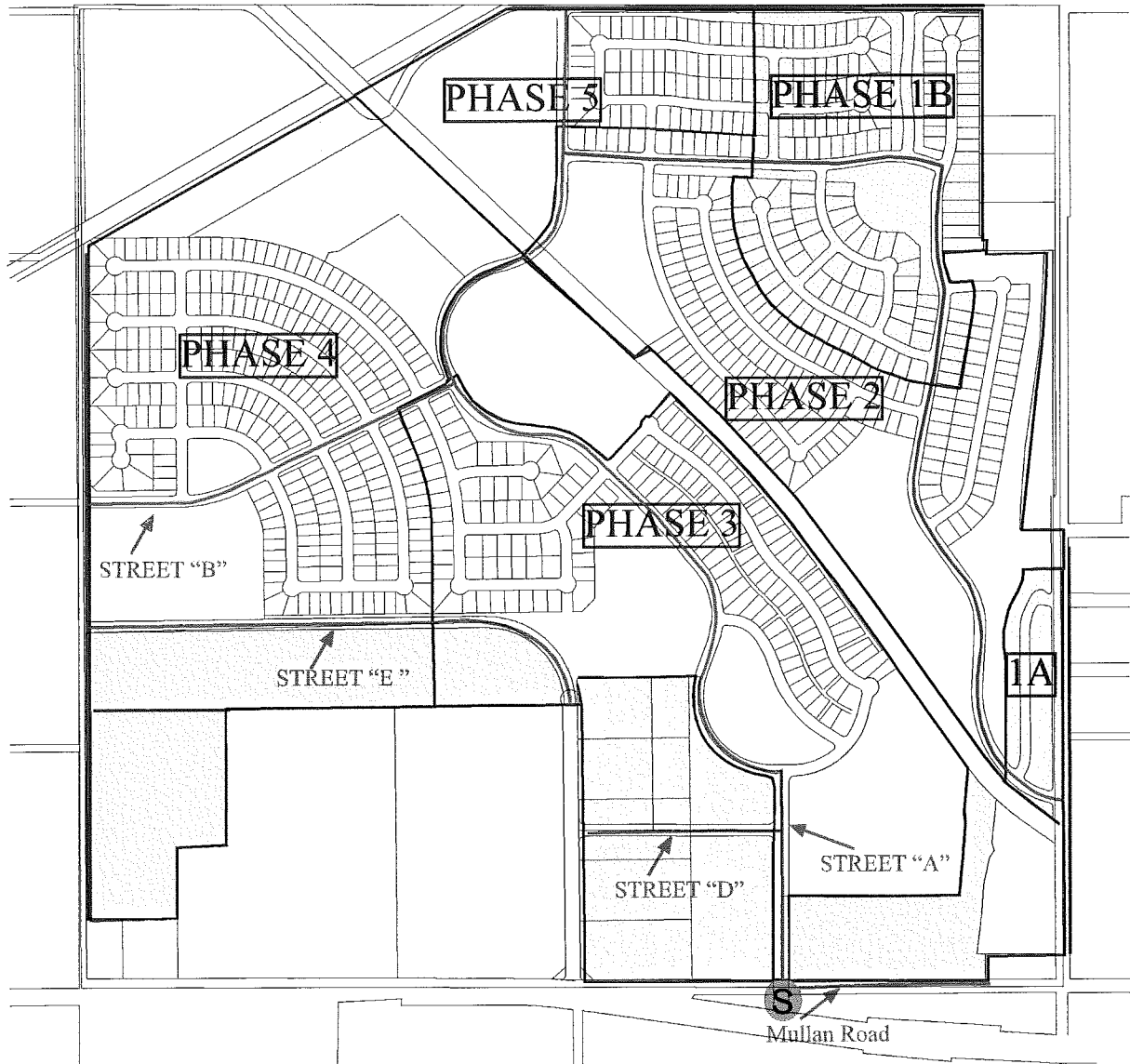
**WATER IMPROVEMENTS:** Connection to existing water main at Chase and Pole Line.

**STORMWATER CONTROL IMPROVEMENTS:** Completion of on-site stormwater swales and ponds required for all roads constructed.

**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation within the residential areas, as they are developed, per master plan design; completion of half street improvements to Chase and Pole Line Roads ( including half road, curbing, sidewalk / pathway and storm drainage) adjacent to areas platted and under construction.

# PHASING PLAN

## Phase 1



**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation within the residential areas, as they are developed, per master plan design; completion of half street improvements to Chase and Pole Line Roads ( including half road, curbing, sidewalk / pathway and storm drainage) adjacent to areas platted and under construction;

# MONTROSE PHASING PLAN

## SCHEDULE OF IMPROVEMENTS

**PHASE:** 2

**DEVELOPMENT:**

RESIDENTIAL UNITS

SINGLE FAMILY: 165

CLUSTER: 124

MULTIFAMILY: 74

INDUSTRIAL PARK ACERAGE: 0 acres

RETAIL CENTER ACRERAGE: 0

OFFICE PARK ACRERAGE: 0

**OPEN SPACE / RECREATIONAL IMPROVEMENTS:** Completion of second neighborhood park (2.9 acres) prior to the final platting of 150 lots in phase 3; completion of trail system and streetscape landscaping as the roads are constructed;

**SEWER IMPROVEMENTS:** Connection to existing sewer on-site.

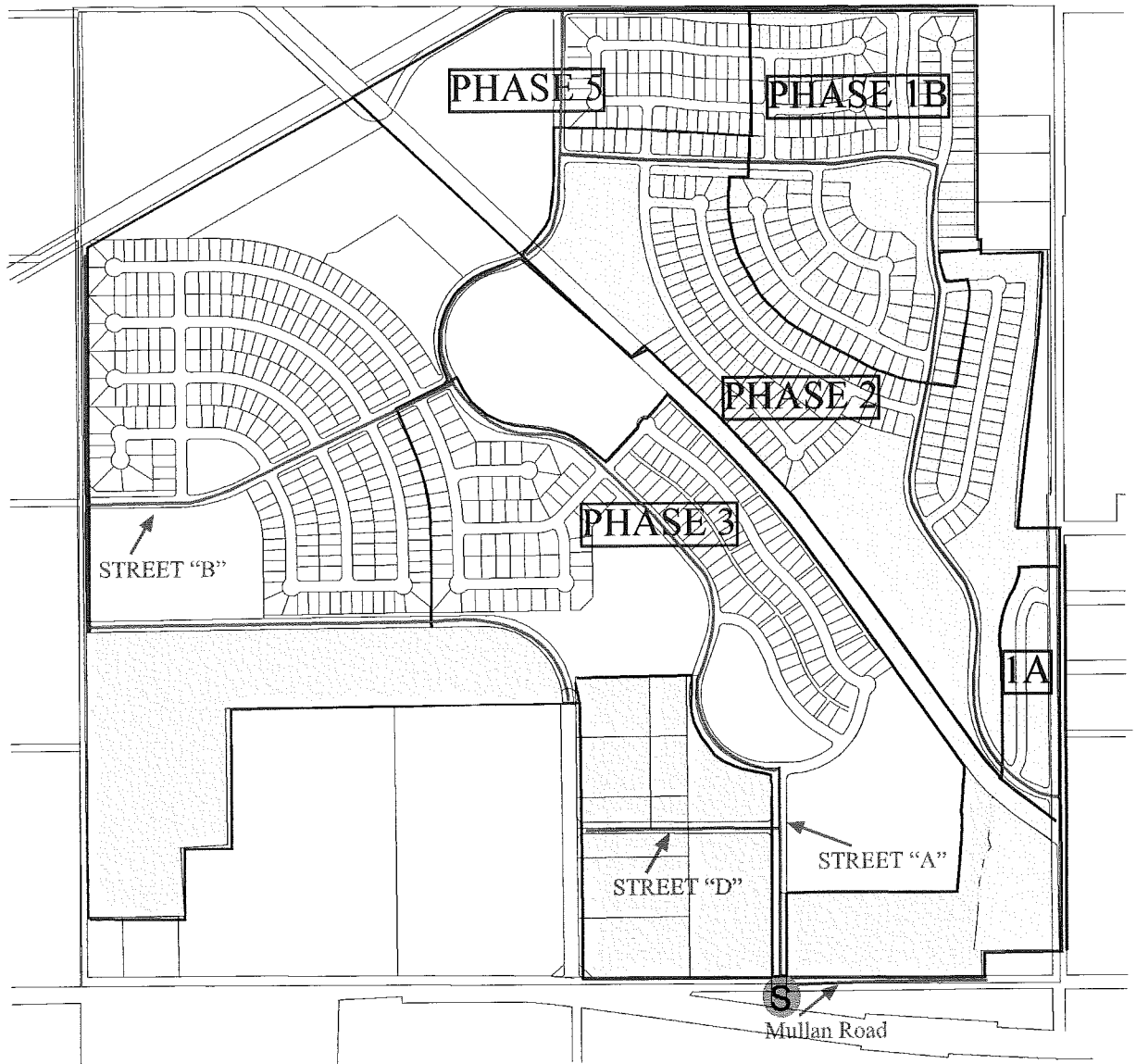
**WATER IMPROVEMENTS:** Connection to existing water main on-site.

**STORMWATER CONTROL IMPROVEMENTS:** Completion of on-site stormwater swales and ponds required for all roads constructed.

**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation per master plan design. Completion of the residential collector from Pole Line to Chase Road; Completion of half street improvements to Chase Road ( including half road, curbing, sidewalk / pathway and storm drainage) adjacent to areas platted and under construction.

# PHASING PLAN

## Phase 2



**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation per master plan design. Completion of the internal residential collector from Pole Line to Chase Road; Completion of half street improvements to Chase Road adjacent to areas platted and under construction.

# MONTROSE PHASING PLAN

## SCHEDULE OF IMPROVEMENTS

**PHASE:** 3

**DEVELOPMENT:**

RESIDENTIAL UNITS

SINGLE FAMILY: 189

CLUSTER: 150

MULTIFAMILY: 0

INDUSTRIAL PARK ACERAGE: 0

RETAIL CENTER ACRERAGE: 0

OFFICE PARK ACRERAGE: 0

**OPEN SPACE / RECREATIONAL IMPROVEMENTS:** Dedication to School District or City and completion of 3.0 acre play field site prior to the final platting of 125 residential lots within the phase 3 area; completion of trail system and streetscape landscaping as the roads are constructed. Completion of the Village Center Park prior to the final platting of 150 lots in phase 3; completion of trail system and streetscape landscaping as the roads are constructed;

**SEWER IMPROVEMENTS:** Connection to existing sewer on-site.

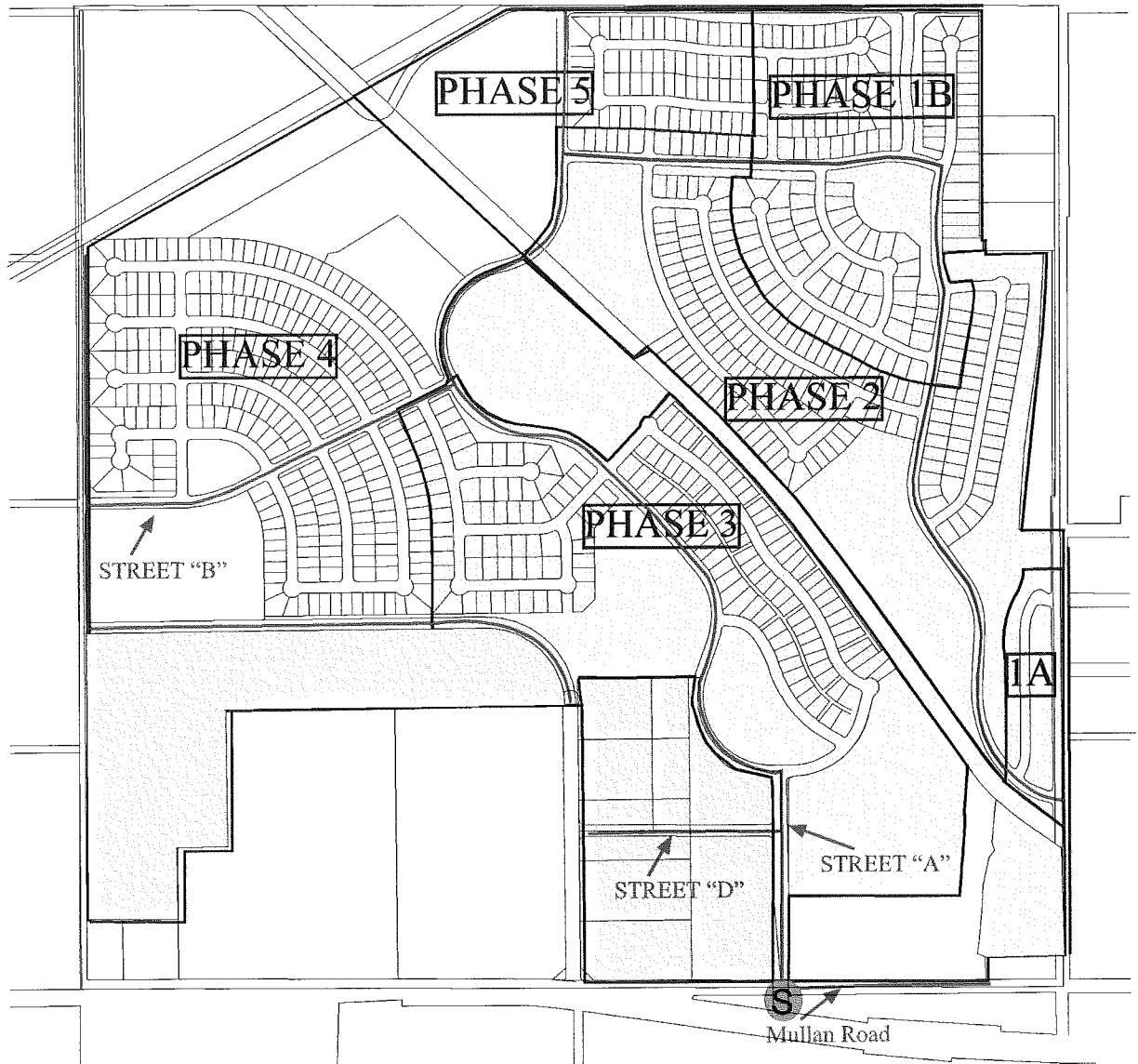
**WATER IMPROVEMENTS:** Connection to existing water main on-site.

**STORMWATER CONTROL IMPROVEMENTS:** Completion of on-site stormwater swales and ponds required for all roads constructed.

**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation per master plan design. Completion of street improvements adjacent to areas platted and under construction; signalization of Street "A" at Seltice Road upon development of 150 or more lots.

# PHASING PLAN

## Phase 3



**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation per master plan design. Completion of street improvements adjacent to areas platted and under construction; Signalization of Street "A" at Seltice Road upon development of 150 or more lots.

# MONTROSE PHASING PLAN

## SCHEDULE OF IMPROVEMENTS

**PHASE:** 4

**DEVELOPMENT:**

RESIDENTIAL UNITS

SINGLE FAMILY: 265

CLUSTER: 68

MULTIFAMILY: 162

INDUSTRIAL PARK ACERAGE: 3.9

RETAIL CENTER ACERAGE: 0

OFFICE PARK ACERAGE: 0

**OPEN SPACE / RECREATIONAL IMPROVEMENTS:** Completion of neighborhood park (1.9 Acres) prior to the final platting of 150 lots in phase 4; completion of trail system and streetscape landscaping as the roads are constructed.

**SEWER IMPROVEMENTS:** Connection to existing sewer on-site. Complete sewer stub connections to McGuire Road to provide sewer service connections for adjacent property as shown on the overall sewer plan. Construction of sewer pump station as part of initial final plat of lots in phase 4 area.

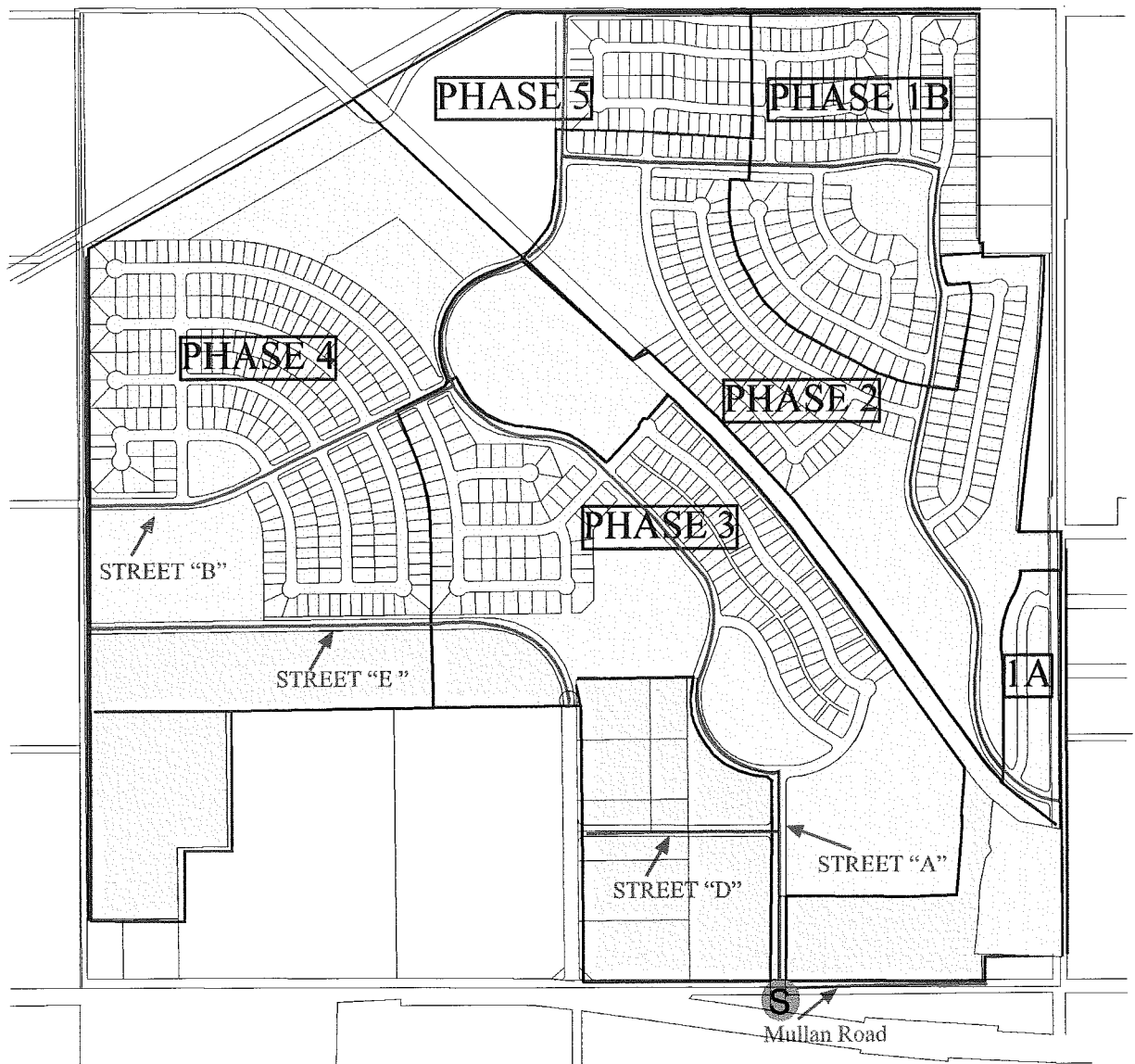
**WATER IMPROVEMENTS:** Connection to existing water main on-site.

**STORMWATER CONTROL IMPROVEMENTS:** Completion of on-site stormwater swales and ponds required for all roads constructed.

**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation per master plan design. Complete the construction of Street "B" from Street "A" to McGuire Road as part of the initial final plat of residential lots within phase 4; Complete the construction of Street "E" from Empire Center Road to McGuire Road as part of the final plat of lots within phase 4; completion of half street improvements to McGuire Road ( including half road, curbing, sidewalk / pathway and storm drainage) adjacent to areas platted and under construction. Half street improvements to McGuire Road from the rail road crossing to Seltice will be completed as part of the final platting within phase 4.

# PHASING PLAN

## Phase 4



**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation per master plan design. Complete the construction of Street "B" from Street "A" to McGuire Road as part of the initial final plat of residential lots within phase 4; Complete the construction of Street "E" from Empire Center Road to McGuire Road as part of the final plat of lots within phase 4; improvement of McGuire Road from the railroad crossing south to project boundary ( including half road, curbing, sidewalk / pathway and storm drainage) shall be completed prior to the final platting of 250 lots in phase 4.



# MONTROSE PHASING PLAN

## SCHEDULE OF IMPROVEMENTS

**PHASE:** 5

**DEVELOPMENT:**

RESIDENTIAL UNITS

SINGLE FAMILY: 114

CLUSTER: 28

MULTIFAMILY: 132

INDUSTRIAL PARK ACERAGE: 7.8

RETAIL CENTER ACRERAGE: 0

OFFICE PARK ACRERAGE: 0

**OPEN SPACE / RECREATIONAL IMPROVEMENTS:** Completion of trail system and streetscape landscaping as the roads are constructed.

**SEWER IMPROVEMENTS:** Connection to existing sewer on-site. Complete sewer stub connections to Pole Line Road to provide sewer service connections for adjacent property as shown on the overall sewer plan.

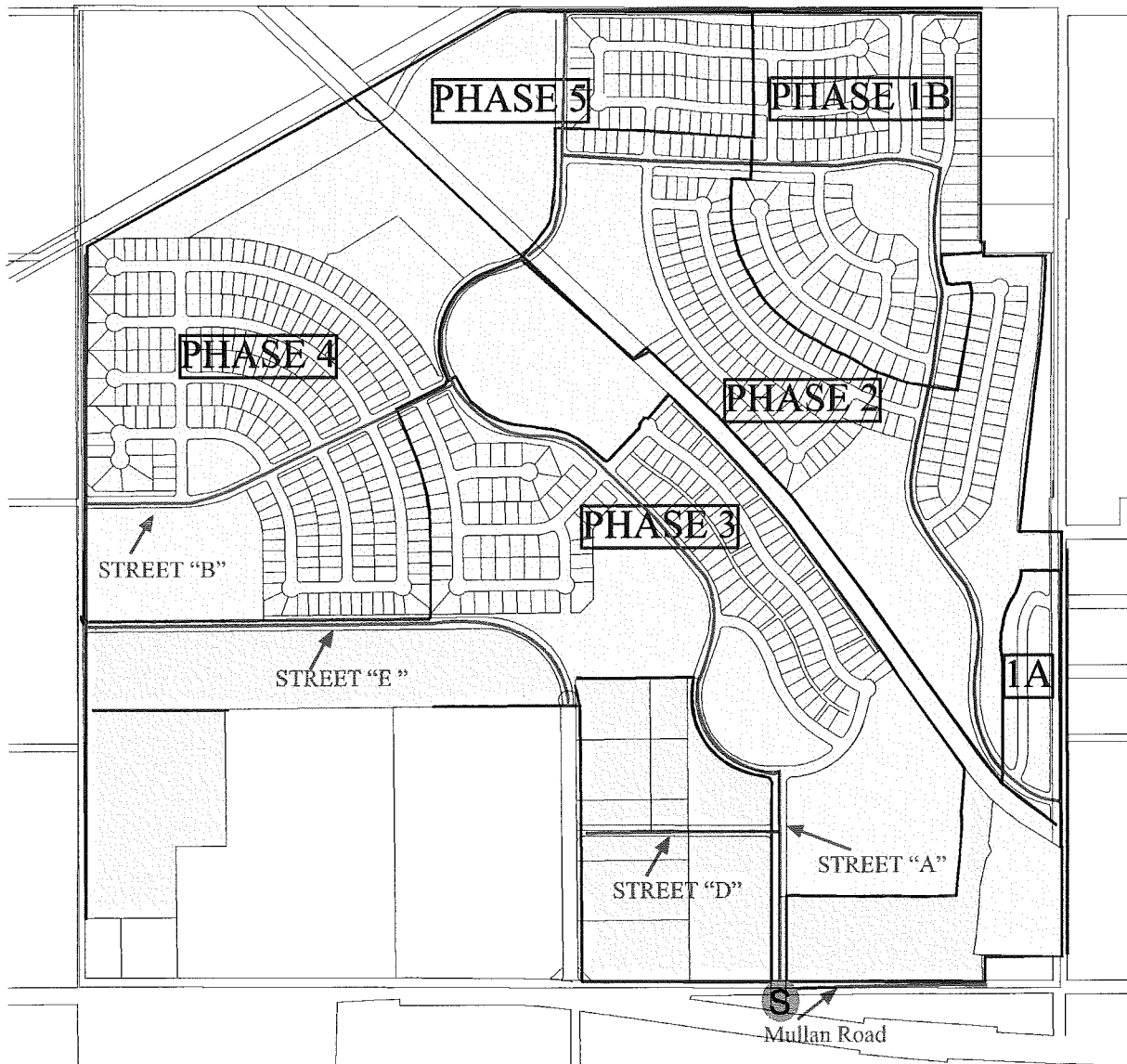
**WATER IMPROVEMENTS:** Connection to existing water main on-site.

**STORMWATER CONTROL IMPROVEMENTS:** Completion of on-site stormwater swales and ponds required for all roads constructed.

**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation per master plan design. Complete the construction of Street "A" from the railroad crossing to Pole Line Road; completion of half street improvements ( including half road, curbing, sidewalk / pathway and storm drainage) to Pole Line Road from the rail road crossing to the existing improvements completed in phase 1 as areas are platted and under construction.

# PHASING PLAN

## Phase 5



**TRAFFIC / CIRCULATION IMPROVEMENTS:** Completion of internal circulation per master plan design. Complete the construction of Street "A" from the railroad crossing to Pole Line Road; improvement of Pole Line Road from Street "A" east to Phase 1 improvements ( including half road, curbing, sidewalk / pathway and storm drainage).

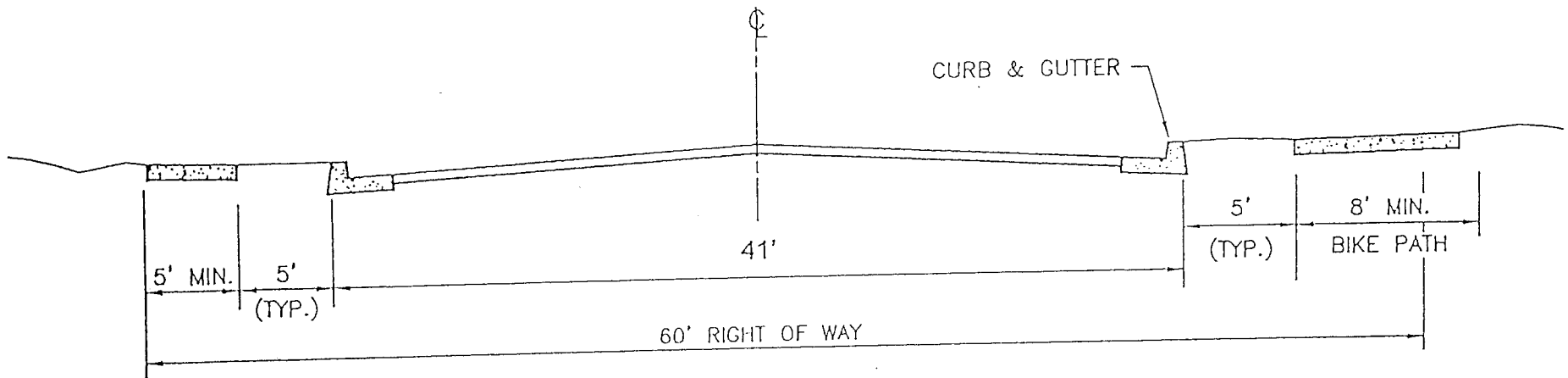
# PUD Standards

# Montrose Master Plan

## Montrose P.U.D. Site Standards

1. **Lot Area** Title: 18.24.050  
In the identified "cluster housing areas", the minimum lot area is 2,700 square feet for attached and 4,000 square feet for detached cluster housing units. In all other residential areas the minimum lot area shall be 5000 square feet.
2. **Lot Frontage:** Title: 18.24.050  
In the identified "cluster housing areas", a minimum frontage of 30 feet is required for attached units and a minimum of 40 feet is required for detached units. In all other residential areas the minimum lot frontage shall be 50 feet.  
Parcels not having street frontage shall have dedicated access easements.
3. **Setbacks:** Title: 18.24.050  
Throughout the entire P.U.D. site plan the following residential zone standards apply:  
**Front Yard:** Measured from back of sidewalk or back of curb if no sidewalk is required: 20 feet to face of garage or 10 feet to face of house, whichever is greater.  
**Side Yard:** Zero setback. Minimum building separation as required by building standards.  
**Flanking Street:** 15 feet from back of sidewalk or curb if no sidewalk is required.  
**Rear Yard:** 10 feet from rear property line. Except as follows: 5 feet from rear line if lot backs to public or private open space area, or if alley is located along rear lot line garage shall be set back 5 feet from edge of alley.
4. **Sidewalks:** Title: 17.24.060  
**Public Streets:** Sidewalks or community trail shall be required on public street frontage.  
**Private Streets:** Internal pathway system shall substitute for frontage sidewalks.
5. **Roadways:** Title: 17.28.100  
**Urban" Collector:** 40 foot design width from back of curb, parking on both sides of the street.  
**"Residential" Collector:** 36 foot design width from back of curb, parking on both sides of the street.  
**Standard Residential Street:** Public road width of 32 feet from back curb for residential streets. Parking allowed on both sides of street.  
**Private Roads:** The use of private roads is sought for all roadways designated "cluster housing areas." Minimum design width of 24 feet.  
Title: 17.28.260 **Private Alley:** Alleys would be allowed in all residential areas to provide access to the rear of the lot. The design width of an alley shall be 16 feet and there shall be no curb. Alley right of way shall be 20 feet wide. Snow storage easement of 4 feet on each side of alley shall be provided.
6. **Curbs:** Title 14.24.050  
The use of standard Type "R" rolled curb is sought for all residential streets. Standards curbs shall be used for urban collector streets. No curb shall be required for private roads or alleys.

# URBAN COLLECTOR STREET



**FUNCTION:**  
TO COLLECT AND DISTRIBUTE TRAFFIC FROM LOW DENSITY AND FAMILY AREAS TO THE NEAREST ARTERIAL.

**ACCESS CONDITIONS:**  
INTERSECTIONS AT GRADE WITH DIRECT ACCESS TO ADJACENT PROPERTY.

**TRAFFIC FEATURES:**  
PARKING IS NOT ALLOWED ON EITHER SIDE OF STREET

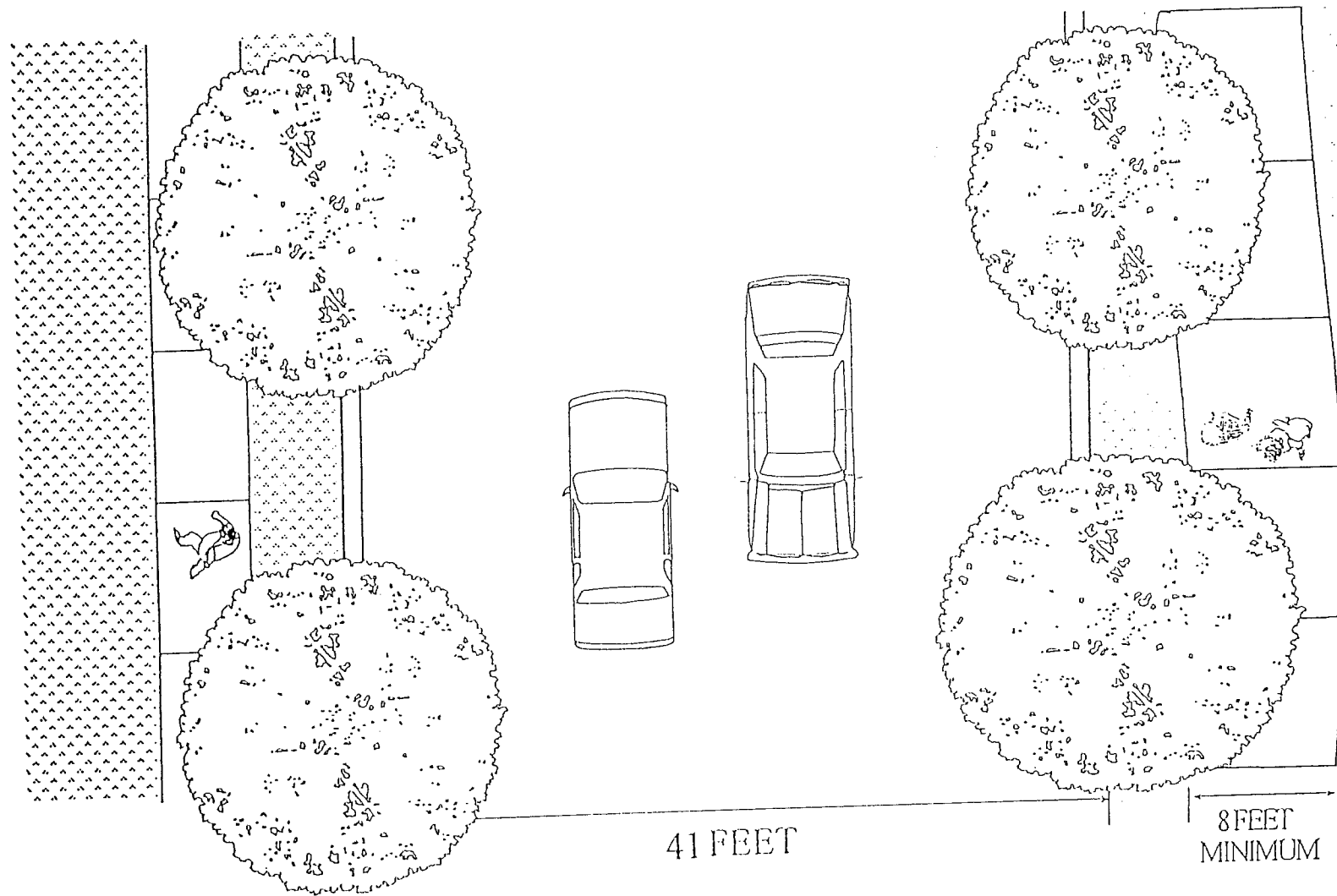
**PLANNING FEATURES:**  
SHOULD BE LOCATED ONLY WHERE TRAFFIC COLLECTION IS WARRANTED FROM THE RESIDENTIAL STREETS. A MINIMUM OF DISRUPTION TO THE NEIGHBORHOOD IS OF PRIMARY CONSIDERATION.

URBAN COLLECTOR STREET CROSS SECTION

**IP** INLAND  
PACIFIC  
ENGINEERING

2020 Lakewood Dr • Suite 205 (208) 765-7700  
Coeur d'Alene, ID 83814 FAX: (208) 769-7700

# Urban Collector Street

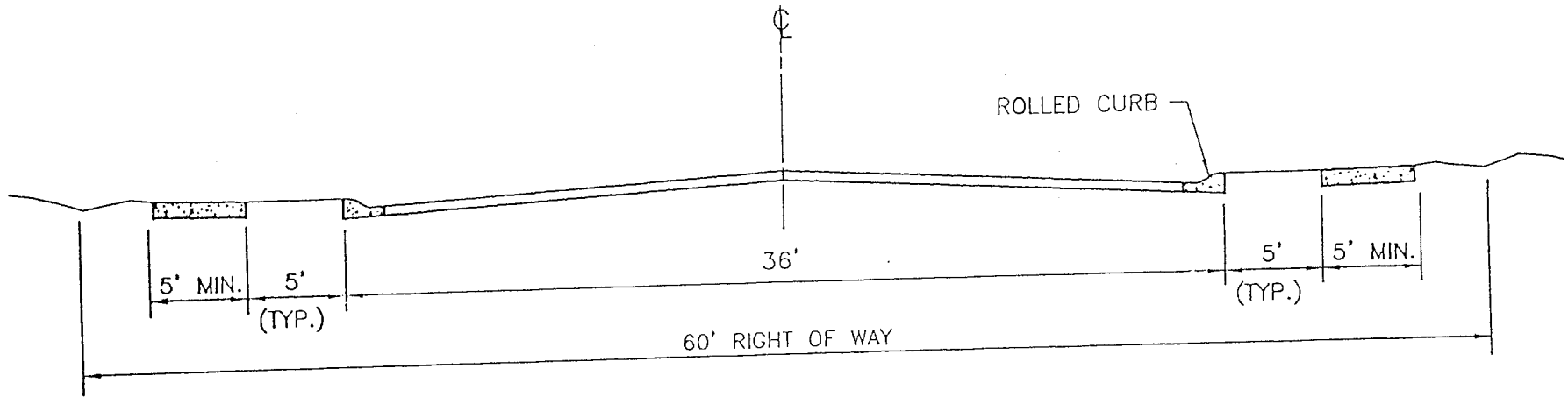


1/8" = 1'

41 FEET

8 FEET  
MINIMUM

# RESIDENTIAL COLLECTOR STREET



FUNCTION:  
TO PROVIDE ACCESS TO ADJACENT PROPERTY.

ACCESS CONDITONS:  
INTERSECTIONS AT GRADE WITH DIRECT ACCESS TO ADJACENT  
PROPERTY.

TRAFFIC FEATURES:  
TRAFFIC CONTROL MEASURES AS WARRANTED TO PROVIDE  
ADEQUATE SIGHT DISTANCE AND SAFETY.

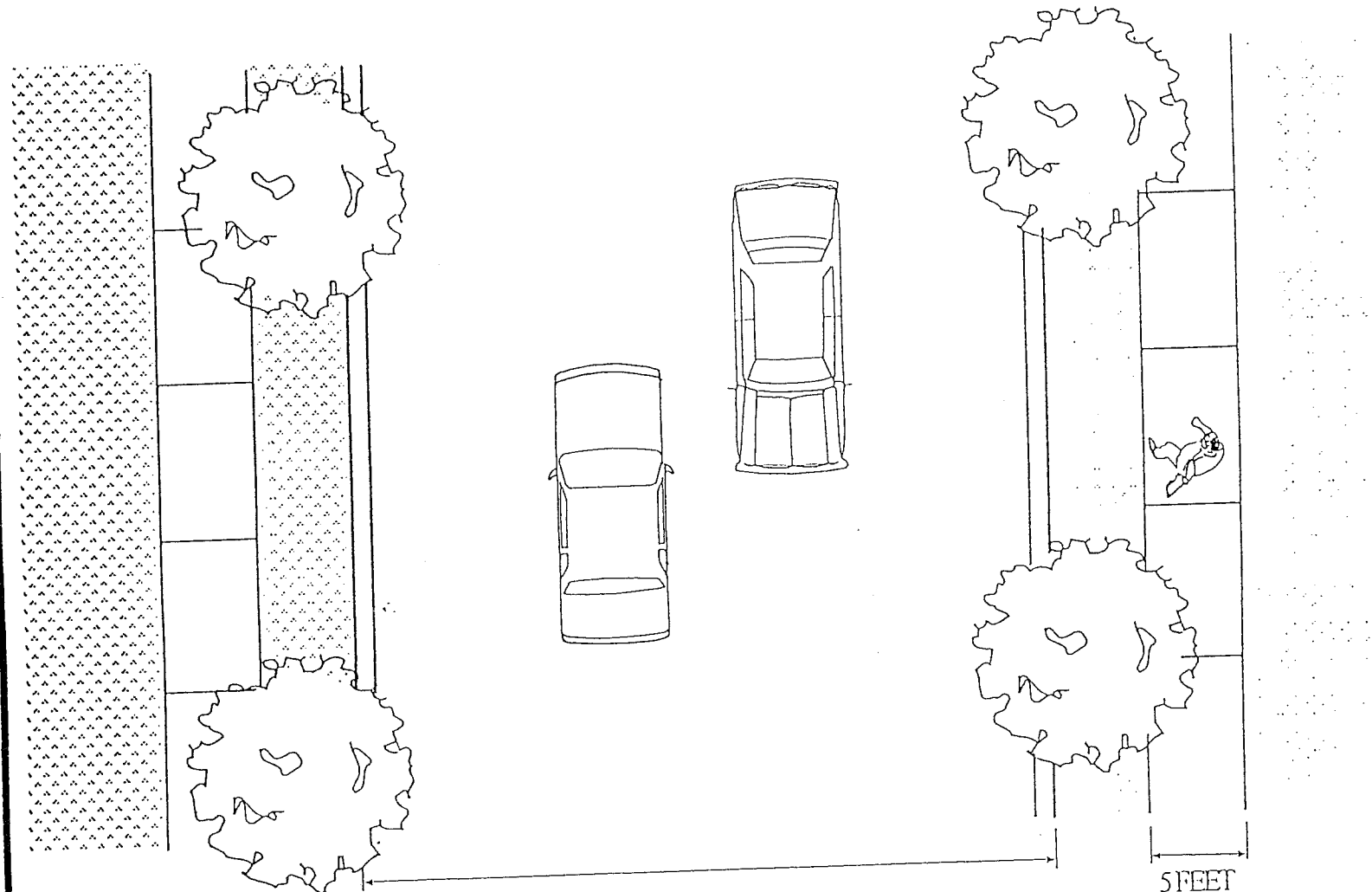
SIDEWALKS:  
PATHWAY MAY SUBSTITUTE FOR SIDEWALK WHERE LOT  
IS ADJACENT TO OPEN SPACE PATHWAY.

RESIDENTIAL COLLECTOR STREET CROSS SECTION

**IP** INLAND  
PACIFIC  
ENGINEERING

2020 Lakewood Dr • Suite 205 (208) 765-7784  
Coeur d'Alene, ID 83814 FAX: (208) 769-7277

# Residential Collector Street



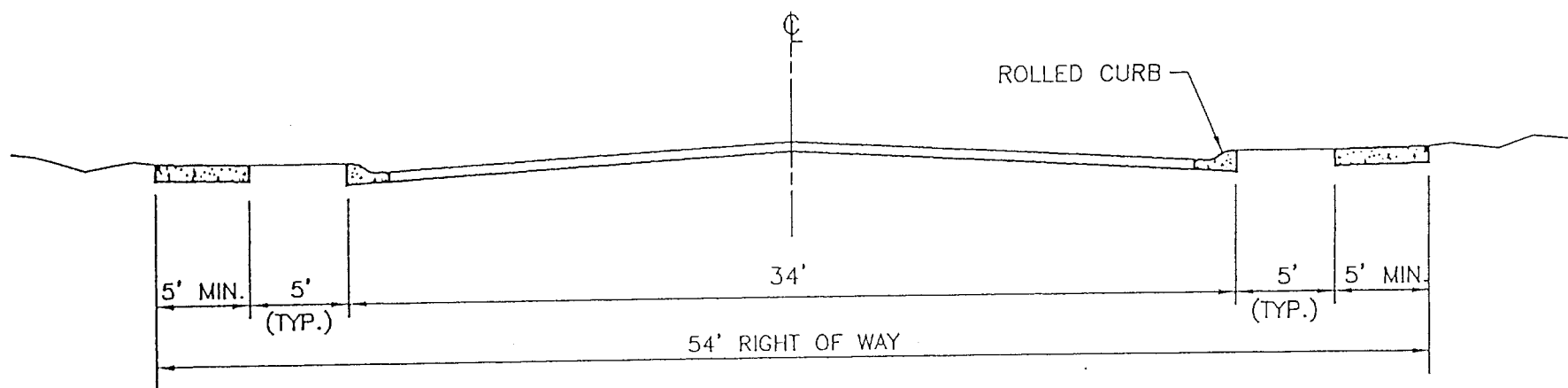
36 FEET

5 FEET

1/8" = 1'



# RESIDENTIAL LOCAL STREET



**FUNCTION:**  
TO COLLECT AND DISTRIBUTE TRAFFIC FROM LOW DENSITY  
AND FAMILY AREAS TO THE NEAREST ARTERIAL.

**ACCESS CONDITONS:**  
INTERSECTIONS AT GRADE WITH DIRECT ACCESS TO ADJACENT  
PROPERTY.

**TRAFFIC FEATURES:**  
TRAFFIC CONTROL MEASURES AS WARRANTED TO PROVIDE  
ADEQUATE SIGHT DISTANCE AND SAFETY.

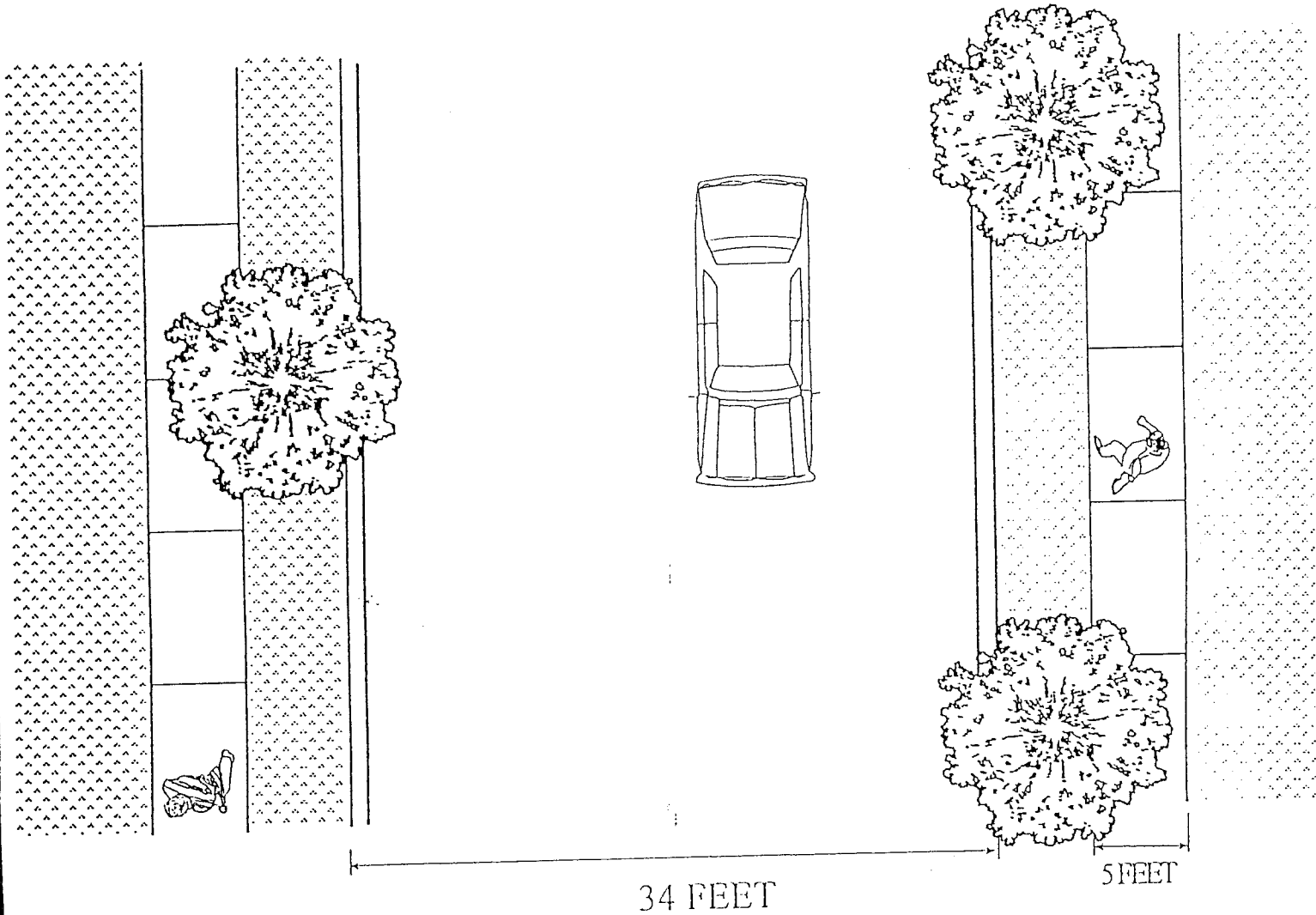
**SIDEWALKS:**  
PATHWAY MAY SUBSTITUTE FOR SIDEWALK WHERE LOT  
IS ADJACENT TO OPEN SPACE PATHWAY.

RESIDENTIAL LOCAL STREET CROSS SECTION

**IP** INLAND  
PACIFIC  
ENGINEERING

2020 Lokewood Dr • Suite 205 (208) 765-7784  
Coeur d'Alene, ID 83814 FAX: (208) 769-7277

# Residential Local Street

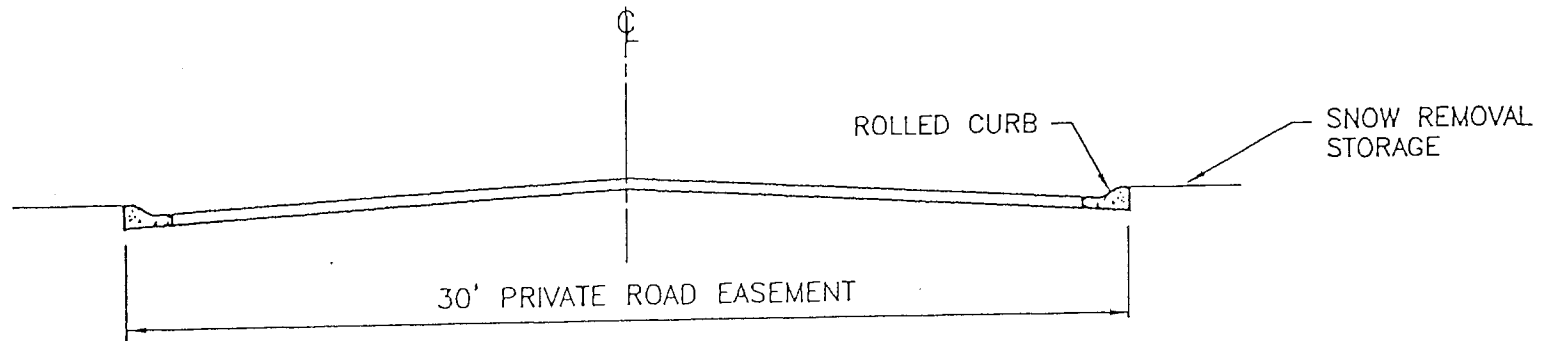


1/8" = 1'

34 FEET

5 FEET

# PRIVATE ROAD



**FUNCTION:**  
TO PROVIDE ACCESS TO ADJACENT PROPERTY SERVING MORE THAN 20 RESIDENTIAL UNITS. ALTERNATIVE TO PUBLIC ROADS IN CLUSTER HOUSING AREAS.

**ACCESS CONDITONS:**  
INTERSECTIONS AT GRADE WITH DIRECT ACCESS TO ADJACENT PROPERTY.

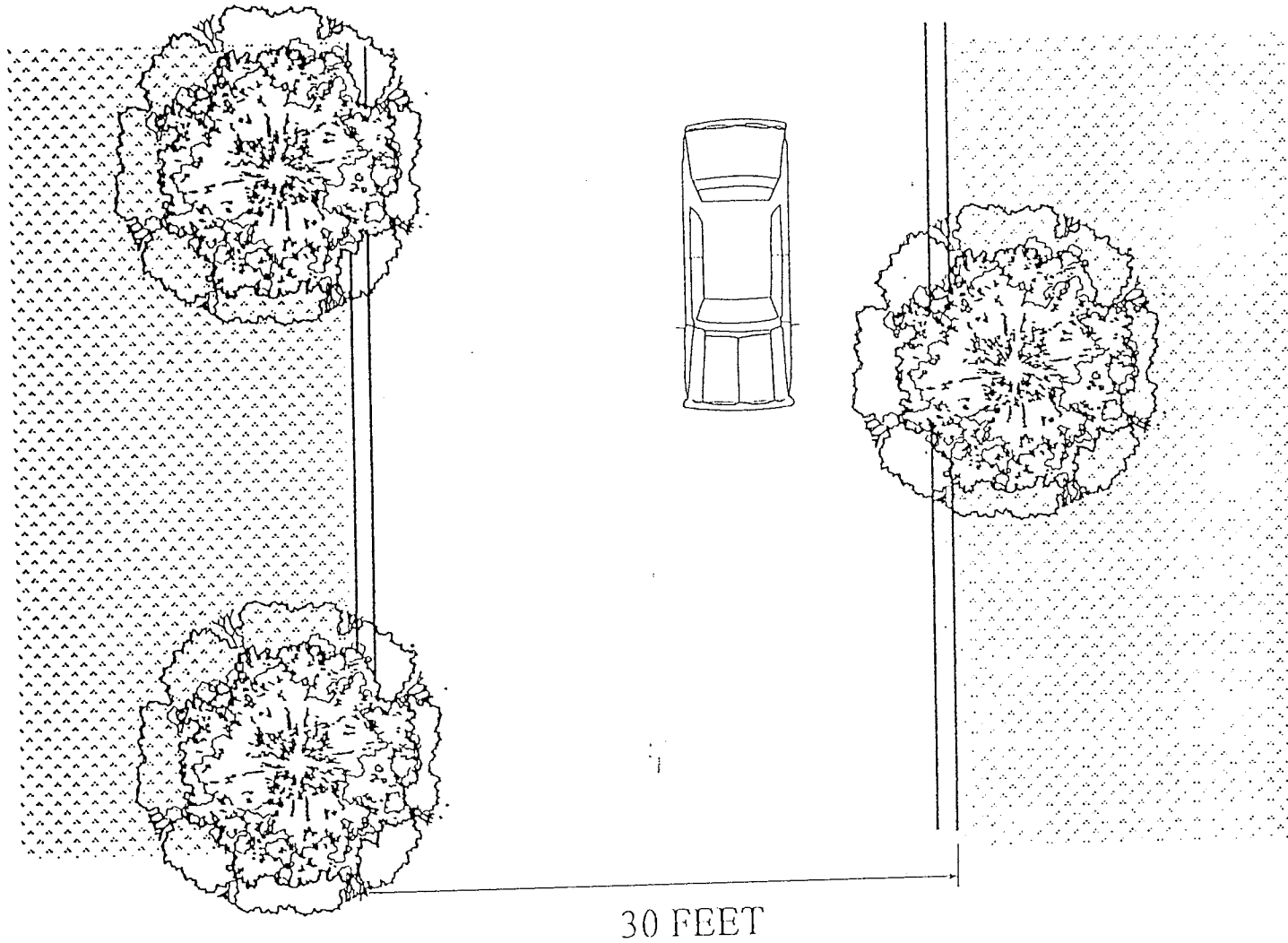
**TRAFFIC FEATURES:**  
TRAFFIC CONTROL MEASURES AS WARRANTED TO PROVIDE ADEQUATE SIGHT DISTANCE AND SAFETY.

PRIVATE ROAD CROSS SECTION #1

**IPE** INLAND  
PACIFIC  
ENGINEERING

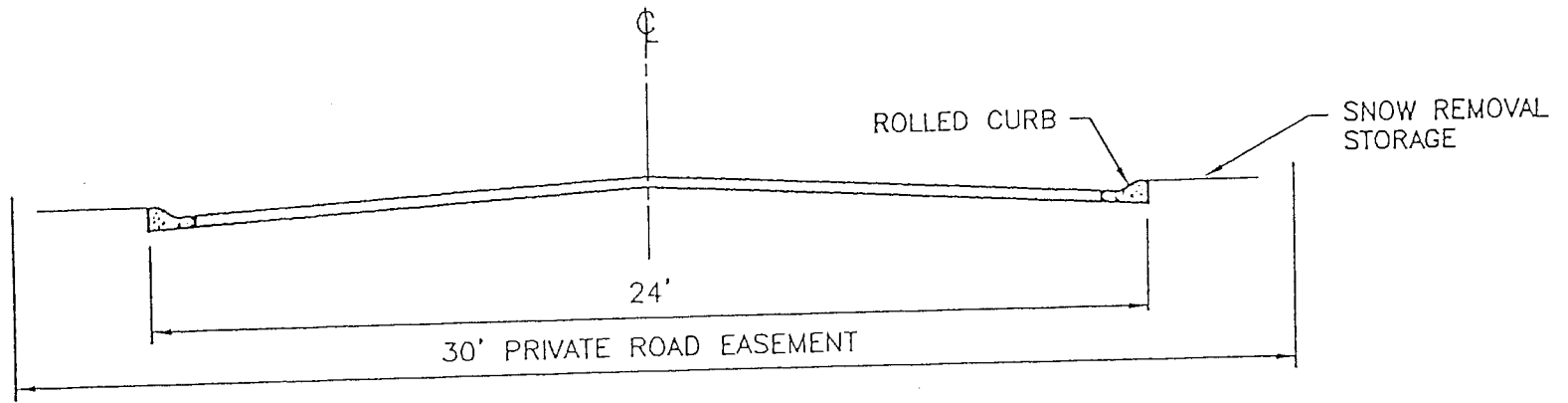
2020 Lakewood Dr • Suite 205 (208) 765-7784  
Coeur d'Alene, ID 83814 FAX: (208) 769-7277

# Residential Private Road



1/8" = 1'

# PRIVATE ROAD



**FUNCTION:**  
TO PROVIDE ACCESS TO ADJACENT PROPERTY SERVING 20 OR FEWER RESIDENTIAL UNITS. ALTERNATIVE TO PUBLIC ROADS IN CLUSTER HOUSING AREAS.

**ACCESS CONDITIONS:**  
INTERSECTIONS AT GRADE WITH DIRECT ACCESS TO ADJACENT PROPERTY.

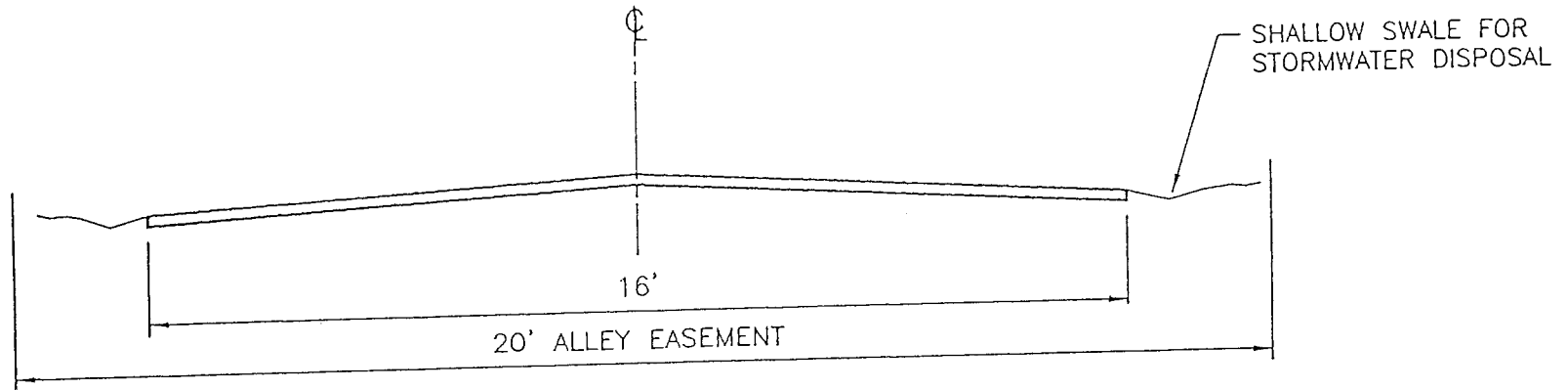
**TRAFFIC FEATURES:**  
TRAFFIC CONTROL MEASURES AS WARRANTED TO PROVIDE ADEQUATE SIGHT DISTANCE AND SAFETY.

PRIVATE ROAD CROSS SECTION #2

**IP** INLAND  
PACIFIC  
ENGINEERING

2020 Lakewood Dr • Suite 205 (208) 765-7784  
Coeur d'Alene, ID 83814 FAX: (208) 769-7277

# PRIVATE ALLEY



**FUNCTION:**  
TO PROVIDE SECONDARY REAR LOT ACCESS TO ADJACENT LOTS

**ACCESS CONDITIONS:**  
ACCESS PUBLIC STREETS AT MID-BLOCK, PROVIDING REAR LOT ACCESS TO ADJACENT LOTS.

**TRAFFIC FEATURES:**  
TRAFFIC CONTROL MEASURES AS WARRANTED TO PROVIDE ADEQUATE SIGHT DISTANCE AND SAFETY.

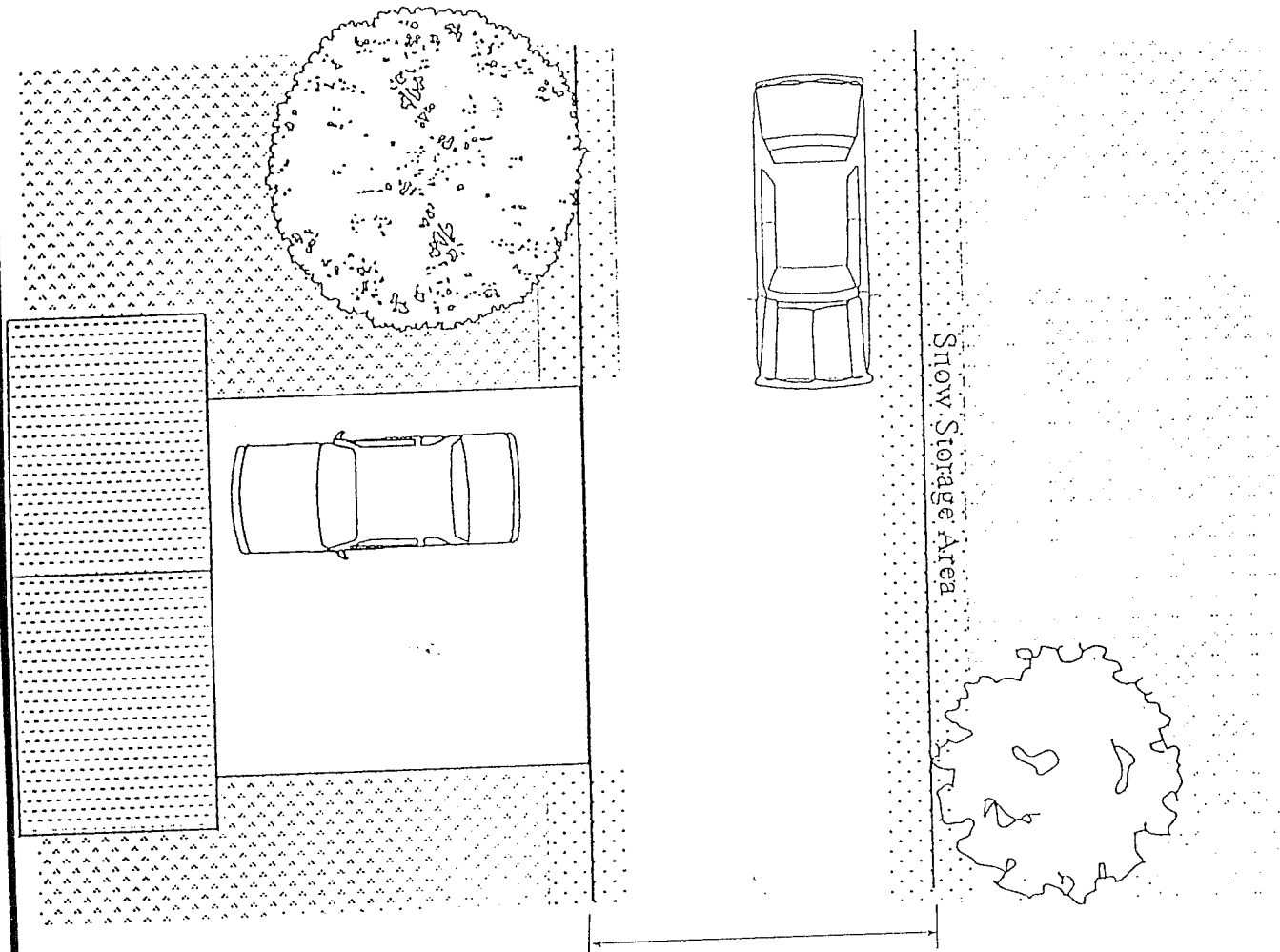
**OWNERSHIP:**  
PRIVATELY OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION

PRIVATE ALLEY CROSS SECTION

**IPE** INLAND  
PACIFIC  
ENGINEERING

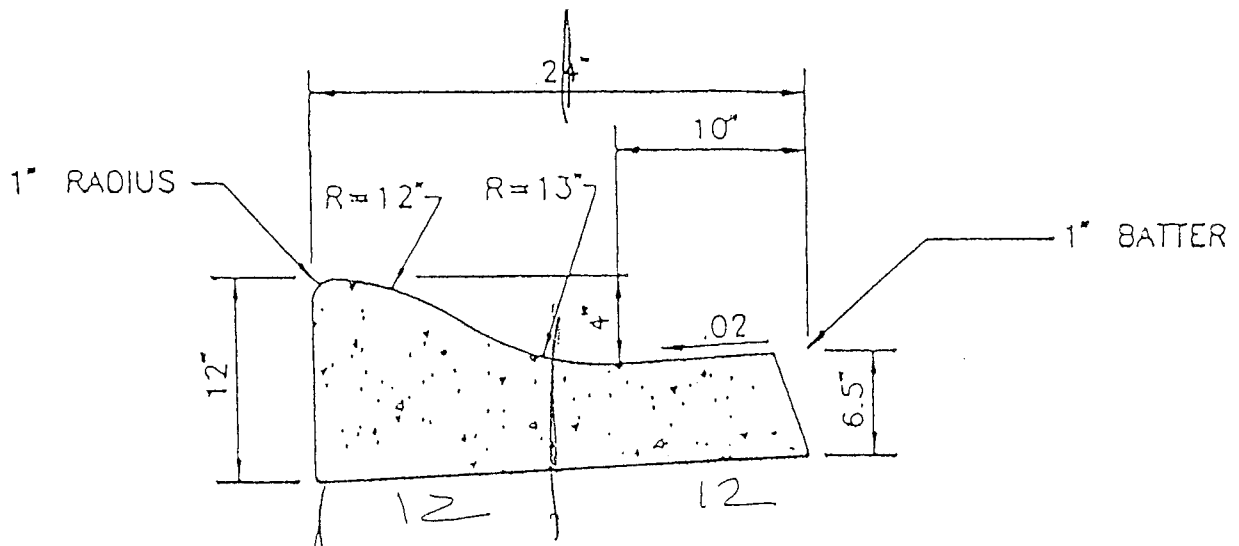
2020 Lakewood Dr • Suite 205 (208) 765-778  
Coeur d'Alene, ID 83814 FAX: (208) 769-727

# Private Alley

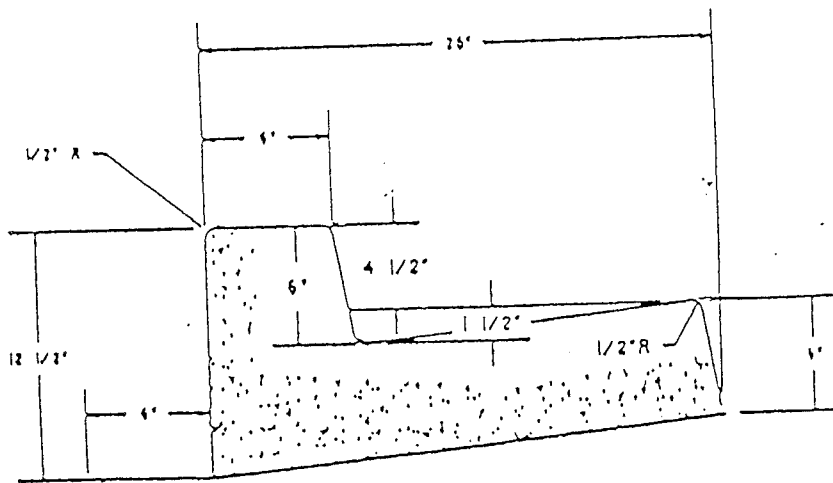


16 FEET

1/8" = 1'



Rolled Curb and Gutter Detail



Standard Curb and Gutter Detail



## Exhibit #2

### Facts and Findings

FINDINGS OF FACT & CONCLUSIONS OF LAW  
PRELIMINARY PUD & SUBDIVISION  
MONTROSE COMMUNITY PLAN  
GREENSTONE DEVELOPMENT

**DRAFT**  
10/14/97

INTRODUCTION:

Greenstone Development has applied for preliminary approval of a planned unit development and subdivision named Montrose Community. The site for the project is approximately 467 acres and is located within most of Section 33, Township 51 N, Range 5W, Boise Meridian. The developer is planning for 1647 dwelling units to be constructed over a period of 15 years.

The application has been reviewed according to Idaho Code 50-13 (Plats & Vacations), Municipal Code Title 17 (Subdivision), and Municipal Code 18.32 (Planned Unit Development District). Notice was published in the Post Falls Tribune and mailed to property owners within 300 feet of the proposed project. The property was posted on 4/17/97.

Staff requested comments from various agencies as per Municipal Code and department policy. Comments were received from the Post Falls Parks Dept., Post Falls Public Works Dept., and the Post Falls Fire District. Comments received are located in the Montrose Community file kept in the records of Post Falls Planning Dept..

The Planning & Zoning Commission held a public hearing on 4/24/97 and continued over several meetings on 5/13/97, 6/3/97, 7/8/97, and 7/23/97. Minutes of the hearing are found in the Montrose Community file, P-97-03.

On 7/23/97, the Planning & Zoning Commission moved to recommend approval with conditions. Conditions of approval proposed by the P&Z Commission are found within the minutes of the meeting.

On 8/19/97, the City Council began review of the Montrose Preliminary PUD and subdivision. Review was continued to the 9/2/97 meeting. The Council moved to approve the Preliminary PUD and Subdivision subject to approval of the street sections, Improvements to Poleline Road, provisions of open space, and the approval of a development agreement. Street standards, Poleline improvements, and open space provisions were reviewed and approved on 10/7/97. Open space provisions are subject to review and recommendation of the Park Commission. Minutes of Council meetings are found in the Montrose Community file, P-97-03.

**NOW, THEREFORE, THE CITY COUNCIL HEREBY MAKES THE FOLLOWING FINDINGS OF FACT:**

- The Montrose project is 467 acres and is located in Section 33, , T51N, R5W. surrounded by Seltice Way, Poleline Road, McGuire Road, and Chase Road.
- Overall density of the project will be approximately 3.5 dwelling units per acre with a total of 1647 dwelling units. Density will vary within the project depending on the type of unit.
- Zoning districts within the project are (R1) Single Family Residential, (R2) Multi-Family Residential, (LI) Light Industrial, (PR) Public Reserve.

- Current land use is agriculture. Surrounding land use is commercial, light industrial, and low density residential.
- Industrial uses are proposed on 60 acres, Commercial uses on 42 acres, Residential uses on 306 acres, open space & recreation on 46 acres, and Civic uses on 13 acres.
- The Comprehensive Plan designation for the project area is Residential, Commercial, Industrial & Public.
- The water provider is East Greenacres Irrigation District. There are mains located adjacent to the site on Poleline, McGuire, Seltice, and Chase. Size of mains range from 6" to 24". There is a main that bisects the site north & south that is 10" to 18" in size.
- Sewer will be provided by the City. Several connection points and sizes are located throughout the project.
- Access to the development is from Empire Center Blvd. to the south, Chase Rd. near Seltice Elementary, Poleline Rd. to the north, and McGuire Rd. near 16<sup>th</sup> Ave.
- The project is proposed to be built over a 10 to 15 year period in a series of phases. Each phase may take several years to accomplish.

THE CITY COUNCIL HEREBY MAKES THE FOLLOWING CONCLUSIONS OF LAW:

- The Montrose Community Plan is being reviewed as a Preliminary PUD & Subdivision and will require additional review and approval for Final PUD & Subdivision according to the Post Falls Municipal Code.
- A Planned Unit Development is appropriate for this Project because the Comprehensive Plan encourages the use of the PUD process when mixed uses are proposed.
- The number of dwelling units exceeds the number allowed by the underlying zoning but is appropriate for the development proposed and allowed for under the Planned Unit Development section, 18.32 of the Municipal Code.
- The mixture of uses within the project are acceptable because mixed uses are encouraged by the goals within the Comprehensive Plan under the Land Use section.
- Montrose Community provides parks and open space that the Comprehensive Plan encourages in the Land Use element. Streets, pedestrian ways, and bike paths contribute a system of connected and interesting routes. Residential areas that contain parks are encouraged.
- The Montrose plan provides Commercial and Light Industrial sites that are consistent with the Economic Development goals of the Comprehensive plan because it will provide employment opportunities, help maintain the City's fiscal stability, and will reduce the need for residents to commute out of the community.
- City sewer service is not adequate to serve the entire project at this time because the current discharge permit is not sufficient. The city cannot guarantee that future flows can be accommodated.
- A development agreement is warranted to protect the interests of both parties because of the long time frame of the project and the complexity of elements within the plan. Conditions of this approval shall form the basis of the agreement.
- Open space and parks proposed by the developer exceed the requirements of the Municipal Code, section 18.32, Planned Unit Developments. The Village Square Park and the play field adjacent to the Public Reserve property shall be dedicated to and maintained by the City.

- The development will impact streets adjacent to the project and the developer shall be responsible for improvements to those as required by title 17, Subdivision, of the municipal Code and/or as determined in a development agreement.
- Traffic from the development will impact the City's overall traffic system. The developer shall participate in system improvements based on the developments contribution to increased traffic as determined by acceptable traffic engineering standards. Participation and timing of participation shall be detailed in the agreement.
- The Montrose Community Plan will impact the school system but impacts will be spread over the life of the project with the bulk of the increase occurring during latter phases.

### DECISION:

In consideration of the foregoing findings of fact and conclusions of law, the City Council, at the September, 23, 1997 meeting, moved to approve the Preliminary PUD and Subdivision of with the following conditions:

### GENERAL CONDITIONS:

1. The property shall be developed in accordance with the Montrose Community Plan as submitted, and amended during the Planning and Zoning Commission/City Council review process.
2. The property shall be developed generally in accordance with the "site plan of record" found in reference 1. Project approval shall be binding and valid for a period of 15 years; based on proposed density, and design and uses as outlined in a development agreement to be executed between the City and the Developer.
3. The property may be developed in phases. The phased development shall be generally consistent with the Phasing Plan in reference 1. It is recognized that each development phase may be accomplished by final plat and P.U.D. in segments, over a two to three year period. Each segment of development shall be finalized as a final plat and a final P.U.D., as provided for in the Post Falls Municipal Code. Each final plat and final P.U.D. must be generally consistent with the approved "site plan of record". Any substantial modification to the site plan shall require the approval of the Planning and Zoning Commission.
4. As each phase of the project is finalized; the cumulative total of "open space" incorporated and provided for within the site, shall be not less than ten percent (10%) of the total area, which has been finalized in all phases to date.
5. The development, final plat, and final P.U.D. of each phase shall incorporate and provide for the infrastructure improvements as detailed in the Montrose Phasing Plan (reference 1)
6. All development shall be consistent with the City of Post Fall Zoning Code, Subdivision Ordinance and adopted construction standards, unless specifically approved otherwise herein.
7. The Developer and the City of Post Falls shall enter into a Subdivision Development Agreement, consistent with the conditions incorporated herein. This shall be completed prior to final approval of any plat or the commencement of any construction. The Agreement shall contain provisions for reimbursement of actual construction costs for certain off-site improvements and utility over sizing, specifically listed in said Agreement. The Agreement shall be constructed as a master document for the development, with changes and additional conditions for each phase attached as addenda to the Agreement.

## WATER

1. The project shall be provided public water and is located in the East Greenacres Water District.
2. The water system shall be designed to the standards of, and approved by the East Greenacres Water District.
3. The Developer shall post a cash deposit for the payment of delinquent bills to the City. This will provide the City with a simple method of collecting possible delinquent wastewater accounts. The level of funding shall be established by the finance officer and maintained by the Developer. The development agreement shall address who is responsible for maintaining the fund for the residential, commercial, and industrial areas of the project.
4. The water system plan for each phase of development shall be reviewed and approved by the Post Falls Fire District.

## STREETS

1. Construction of street improvements and roadway designations shall be consistent with the Circulation Plan found in Reference 1.
2. Roadways constructed within the Montrose project boundary shall adhere to the roadway design standards found in the Montrose PUD Site Standards (reference 1).
3. The phasing of off-site roadway improvements shall be completed according to the Montrose Phasing Plan Schedule of Improvements found in Reference 1.
4. Private streets shall be allowed only in cluster housing and shall meet the design cross section set out in Montrose PUD Site Standards (reference 1).
5. Sidewalks shall be located on both sides of the street; except where residential streets parallel the trail system, in which case, sidewalks may be located on one side of the street only. No sidewalks will be required on private streets.
6. Sidewalks for each phase of the development shall be installed with the construction of the adjacent roadway improvements.
7. Standard curb and gutter detail shall be used on all Urban Collector Streets. Rolled curb and gutter detail shall be allowed on all Residential Collector, Residential Local roads, and Private roads. Alleys shall not require a curb and gutter section.
8. The approval of the rail crossing as shown, is critical to the development of the project and must be obtained by the Developer prior to the finalization of any portion of Phase 2 of the project. If a crossing is not obtained, the project approval will be considered void and the project will need to be redesigned and reviewed through the PUD approval process.
9. The developer shall construct improvements along the frontage of the Montrose Development in accordance with the Subdivision Ordinance.

## SITE STANDARDS

1. The Montrose project is approved as a P.U.D., which allows deviations from existing City of Post Falls site standards. The Montrose project shall comply with the site standards established Reference 1; with a lot area size for townhouses of 2,700 square feet and 30 feet of frontage for attached cluster housing, and 4,000 square feet with 40 feet of frontage for detached cluster housing units. All other residential lots shall be a minimum of 5000 square feet with a minimum lot frontages of 50 feet.

2. Parcels not having street frontage shall have dedicated access easements.
3. Street names must be included on the final plat and must meet the adopted City policy for street names. Street names must also be reviewed by the Post Office.
4. All private utilities (electricity, telephone, cable) shall be installed underground.

### SEWER

1. Detailed sewer engineering plans for each development phase must be designed to City of Post Falls standards, and shall be submitted and approved by the City before the commencement of any construction with the final plat for each development phase or segment thereof.
2. The sewer trunk lines within the project will be sized and located in conformance with the proposed "City Sewer Master Plan" .
3. Any utility improvements located outside of public or private streets shall be accessible for maintenance, and within the dedicated easement.
4. A 20-foot wide utility easement shall be dedicated over all sewer lines located outside of the public right-of-way.
5. Any portion of the proposed development not serviced by gravity sewer ,will need lift stations that must be reviewed and approved by the City of Post Falls prior to construction.
6. The Developer shall provide for the extension of sewer service, as required in the Post Falls Municipal Code, to serve future development beyond the boundaries of the Montrose Project.
7. If the 02 lift station (located near the Post Falls Cinema) requires upgrades to handle increased flows, the Developer may be required to perform the upgrades and be reimbursed through wastewater capitalization fees.
8. The Developer shall be aware that the City's current discharge permit is not sufficient to handle all of the flows from the development, at this time. There can be no guarantee from the City that wastewater flows can be accommodated in the future.
9. Industrial and commercial uses within the development will need to comply with the City's Pretreatment Ordinance.
10. Wastewater lines shall be sized to accommodate future off-site development. The City will be responsible for the costs associated with oversizing and the reimbursement agreement made part of the development agreement.

### STORM WATER

1. All storm water runoff shall be contained on-site. Treatment shall be in accordance with City policy and ordinances. A storm water management plan shall be approved prior to construction of improvements. Stormwater plans shall be approved by the Public Works staff for each final plat and P.U.D.
2. Grassed swales shall be constructed to City standards. If swales are located adjacent to curbs, they shall be constructed with the street and sidewalk improvements. An additional 10-foot easement for private utilities shall be dedicated on both sides of the streets adjacent to the right-of-way.
3. Grassed swales shall be maintained by the homeowners' association, or individual property owners.
4. Drainage easement shall be recorded over all grassed swale areas outside the right-of-way.

### OPEN SPACE AND RECREATION

1. The preliminary P.U.D. of Montrose has shown an adequate amount of open space required for P.U.D. approval. Final plans for open space construction and details of amenities shall be reviewed and approved for each final P.U.D.
2. The 8.5-acre Montrose Community Center site shall be made available for the development of community recreational, service or cultural facilities. These uses may include but shall not be limited to; daycare facilities, youth center or health club, library, civic theater, conference center, and fire station. The Community Center site acreage shall qualify for open and recreational space required by the P.U.D. Ordinance.
3. All open space and accompanying construction shall be in accordance with the phasing schedule, as approved with each final P.U.D.
4. A public access easement shall be provided to the neighborhood parks and private trail system, which is developed within the Montrose community.
5. If an impact fee is adopted, the park fee shall be waived for the project due to the extent of parkland provided to the City either by use easement or dedication. The Developer will be responsible for park improvements, which exceed the City's goal of 16 acres per 1,000 residence; while the City will not be burdened with a collection and reimbursement procedure. This condition is subject to review and approval by the Parks Commission.
6. The private parks and trails shall be developed and installed, in a time frame consistent with the Montrose Phasing Plan Schedule of Improvements found in reference 1.
7. Village Square Park shall be dedicated to the City of Post Falls, as a public park, and shall be constructed by the Developer to City standards.
8. The playfields adjacent to the school site, shall be dedicated to the City of Post Falls or the Post Falls School District, and shall be constructed by the Developer to City standards.

## Exhibit #3

# Phased Development Agreement



CITY OF POST FALLS  
408 SPOKANE STREET  
POST FALLS IDAHO 83854

**PHASED SUBDIVISION DEVELOPMENT AGREEMENT**

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, ID 83854 and, Greenstone-Kootenai, Inc., (hereinafter the "Developer"), enter into this Agreement effective the day \_\_\_\_\_ of \_\_\_\_\_ 1997 respecting the development of Montrose Community P.U.D. Subdivision, the Project, affecting 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 maintenance by the City of Post Falls or for sale after development in accordance with the subdivision ordinance of the City of Post Falls.

Greenstone Kootenai, Inc. executes 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 do so in the capacity of (officers), 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

Greenstone-Kootenai, Inc.  
707 W. 7th Avenue, Suite 320  
Spokane, Washington 99204  
(509)458-5860

CITY

Mayor  
City of Post Falls  
Post Falls, Idaho 83854  
(208)773-3511

WHEREAS, no construction of public improvements be allowed until plans are approved by the City Council and City Engineer or the Site Plan Review Committee, as appropriate until estimated public works inspection fees are pre-paid in full, until this Subdivision Development Agreement has been approved by the City Council, Mayor or Public Works Director, 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, subdivision 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 all improvements necessary for public health and safety are constructed and substantially complete. Said requirement shall not prohibit construction of a model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete.

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 Subdivision Development Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Subdivision Development Agreement. and

WHEREAS, the City of Post Falls has adopted site development standards which require landowners to do work in the public rights-of-way in order to complete their site development work on projects which do not require compliance with the City's subdivision ordinance;

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 R in accordance with all the 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 Attachment B.

The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls; utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment D.

## 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, or 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 provisions of this section.

#### 1.04 ENGINEER'S RELATION TO 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 Developer to supervise construction and inspection of the Project is doing so for the benefit of Developer and City. Engineer's duties include 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.

## 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 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 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 City shall indemnify and hold the Developer harmless from any claim, action or demand arising from negligent or wrongful conduct of officials, employees, agents and contractors on the site during construction, subject to consideration and set-off of negligent or wrongful conduct on the part of the Developer or its contractors.

## 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 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 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.

## 1.10 PUBLIC UTILITIES

A. Any public utility service contemplated by this Agreement need 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.

#### 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: or
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. 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 of the public enemy, fire, 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.

- B. Upon a declaration of default, and failure to cure under Section 1.13.A.2., the City may
1. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements after giving seven (7) days notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise.
  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 attorneys fees in any enforcement action necessary to enforce the terms of this Agreement.

#### 1.14 NON-WAIVER

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

#### 1.15 INTERPRETATION

A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty, or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, are 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 ACCCPTANCE OF IMPROVEMENTS".

3. Article I of this Agreement titled "GENERAL PROVISIONS".

4. Any other document incorporated by reference herein.

#### 1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Post Falls, the conditions as specified within the Montrose Development Agreement, 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 be ineffective to the extent of such invalidity without invalidating the remaining provisions of the Agreement.

#### 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 oral or written, between the parties hereto.

#### 1.21 DEFINITIONS

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

A. "Improvements," means 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 homeowners' 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 this 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 of 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 FLAT

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 2.0, 2.04 or 2.05. During the term of this Agreement, the Developer may, with the written consent of the City, substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.

B. 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.

C. 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.

D. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09;
2. The expiration of the warranty period as provided in Section 3.08.

## 2.03 PERFORMANCE BOND

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

## 2.04 ESCROW

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

#### 2.05 LETTER OF CREDIT

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

#### 2.06 PREREQUISITES TO CONSTRUCTION

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

#### 2.07 ENGINEER

A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work, and preparing 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.

#### 2.08 PLANS AND SPECIFICATIONS

A. The Developer shall submit to the City, in such form as the City may specify, all plans and specifications pertaining to the construction of the improvements.

B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of plans and

specifications is for general conformance with City Standards. Ultimate design and function remains the responsibility of the developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this agreement.

## 2.09 QUALITY CONTROL PROGRAM

A. The Developer shall submit to the City for approval by the City , in such form as the City may specify, a quality control program for the construction of the improvements.

B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include at least the following:

1. The frequency and type of all tests and inspections to be performed.
2. A list of all persons who will perform tests and inspections.
3. Procedures for coordinating testing and inspections with the City and for providing advance notice to the City of all inspections and tests which the City shall witness.
4. Procedures for reporting quality control activities, including discoveries of deficiencies in the work.
5. A procedure to collect, certify and submit to the City all inspection records, test reports and construction quality control documentation upon completion of the construction prior to final acceptance.

## 2.10 WORK SCHEDULE

A. The Developer shall submit to the City, in such form as the City may specify, a work schedule which shall be Appendix II to this Agreement.

B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility Improvements.

## 2.11 MATERIALS

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

B. Upon the City's request, the Developer shall submit samples of materials or

equipment it proposes to incorporate into an improvement.

C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of materials 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.

#### 2.12 GENERAL STANDARD 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. 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 modifications or substitution. All such substitution shall be reasonably approved by the City.

C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances, and specifications.

#### 2.13 PLACEMENT OF UTILITIES

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

#### 2.14 WORK IN RIGHTS-OF-WAY

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

#### 2.15 SURVEYOR

All land surveys required for the completion of improvements under this Agreement shall be made by a person registered as a professional land surveyor under the Laws of the State of Idaho.

## 2.16 REQUIRED REPORTING

### A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other tests and inspections 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 reports and construction quality control data.

## 2.17 PROGRESS PAYMENTS

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

## 2.18 SURVEILLANCE

A. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.

B. If the Developer fails to notify the City of inspections, tests, and construction progress as required by Section 2.16; the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.

C. Any monitoring, tests, or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

## 2.19 STOP WORK ORDERS

A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety, the City may stop all further construction of improvements by posting a stop work Order at the site of 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 nonconformities 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 Development 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 Development Agreement. In the event that a stop work order is issued by the City, the contractor shall immediately cease all work and await further instructions from the Developer and City.

## 2.20 ACCESS

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

## 2.21 MAINTENANCE

A. Until the City accepts the improvements, the Developer shall maintain at his expense all 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.

B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

## 2.22 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.

B. The action described in Subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.

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

## 2.23 TIME

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

## ARTICLE III

### FINAL ACCEPTANCE OF IMPROVEMENTS

#### 3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Sections 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 comers 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 3.06 F, the Developer shall provide the City with one acceptable set of reproducible mylar and three paper copies of as-built drawings for each improvement. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

#### 3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.17F. 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, or that he knows of no intent to file a claim or lien against the City or private utility improvements.

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

The Developer shall convey to the City any easement, right-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 its 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 reinspect the improvements.

E. The City or appropriate privately owned utility may continue to reinspect 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 by Section 3.02 B, and project certification required by Section 3.03, and upon written request by the Developer, the Director of Public Works 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 and 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.

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

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

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

### 3.10 CITY'S REMEDIES UNDER WARRANTY

A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of the failure or defect to the extent that circumstances allow, and shall notify the Developer of the results of all such tests and inspections

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, City's attorneys fees in pursuit of such remedy shall be an allowed cost.

D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

**3.11 CONDITIONS OF REIMBURSEMENT**

A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein in APPENDIX n/a.

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, IDAHO

DEVELOPER

BY: \_\_\_\_\_  
S. J. Johnson, Mayor

BY: \_\_\_\_\_  
Jason Wheaton

ATTEST:

WITNESS:

\_\_\_\_\_  
Christene Pappas, City Clerk

\_\_\_\_\_

- ATTACHMENT A: PROPERTY DESCRIPTION
- ATTACHMENT B: DESCRIPTION OF IMPROVEMENTS
- ATTACHMENT C: COST ESTIMATES
- ATTACHMENT D: EVIDENCE OF SURETY
  
- APPENDIX I CONSTRUCTION PLANS AND SPECIFICATIONS
- APPENDIX II CONSTRUCTION SCHEDULE
- APPENDIX III PUBLIC WORKS INSPECTION FEE SUMMARY

**CITY  
ACKNOWLEDGMENT**

STATE OF IDAHO            )  
  ) ss.  
County of Kootenai        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me, \_\_\_\_\_  
Notary Public, personally appeared STEVE JOHNSON and CHRISTENE PAPPAS, known to  
me to be the Mayor and City Clerk, respectively. of the City of Post Falls and the persons who  
executed the foregoing Subdivision Development Agreement and acknowledged to me that they  
executed said Agreement on behalf of the City of Post Falls in their official capacity.

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

\_\_\_\_\_  
Notary Public For Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
CORPORATION ACKNOWLEDGMENT

**CORPORATION ACKNOWLEDGMENT**

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of , 1997, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared \_\_\_\_\_, known or identified to me to be the president of \_\_\_\_\_, the person who executed the foregoing Subdivision Development Agreement, and acknowledged to me that he executed said Agreement on behalf of the corporation and that, thereby, the corporation executed the same.

\_\_\_\_\_  
Notary Public For Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
CORPORATION ACKNOWLEDGMENT

**PROPERTY DESCRIPTION  
MONTROSE COMMUNITY P.U.D.**

Submitted by developer/engineer

**ATTACHEMENT A**

**DESCRIPTION OF IMPROVEMENTS  
TO BE CONSTRUCTED AND INSTALLED BY  
GREENSTONE-KOOTENAI, INC.  
FOR MONTROSE COMMUNITY P.U.D.**

- \_\_\_\_\_ Street surfacing or infill paving
- \_\_\_\_\_ Monumentation
- \_\_\_\_\_ Electric
- \_\_\_\_\_ Curbs and gutters
- \_\_\_\_\_ Street lighting
- \_\_\_\_\_ Gas
- \_\_\_\_\_ Sidewalks
- \_\_\_\_\_ Telephone
- \_\_\_\_\_ Drainage
- \_\_\_\_\_ Street Signs
- \_\_\_\_\_ Cable TV
- \_\_\_\_\_ Water
- \_\_\_\_\_ Landscaping
- \_\_\_\_\_ Sanitary Sewer
- \_\_\_\_\_ Other
- \_\_\_\_\_ Improvements shown on construction plans attached as Appendix I to this Agreement.

**ATTACHEMENT B**

**COST ESTIMATES  
FOR  
MONTROSE COMMUNITY P.U.D.**

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

1. Public improvements to be owned, operated and maintained by the City of Post Falls:  
\$ \_\_\_\_\_
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: \$ \_\_\_\_\_
3. Other improvements for which bonding is required: \$ \_\_\_\_\_
4. Total cost of improvements: \$ \_\_\_\_\_

ATTACHMENT C



**EVIDENCE OF SURETY  
FOR  
MONTROSE COMMUNITY P.U.D.**

The Developer will be performing the majority of required improvements prior to filing the plats. Surety will be posted by a surety company acceptable to the City for the remaining improvements per Section 2.02.

**ATTACHMENT D**

**APPENDIX I  
TO THE CONSTRUCTION DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF POST FALLS AND  
GREENSTONE-KOOTENAI, INC.  
FOR MONTROSE COMMUNITY P.U.D.**

Construction Drawings

Plans Titled:

Dated:

By:

Sheets 1 through

**APPENDIX II  
CONSTRUCTION SCHEDULE  
MONTROSE COMMUNITY P.U.D.**

TO BE SUBMITTED BY DEVELOPER/ENGINEER

**APPENDIX III  
PUBLIC WORKS INSPECTION FEE SUMMARY  
MONTROSE COMMUNITY**

Montrose Community

***PUBLIC WORKS WILL GENERATE SUMMARY SHEET OF FEES***

Exhibit #4

Mortgage Lien Agreement  
to Secure Utility Payments

CONTINUING MORTGAGE LIEN  
TO SECURE UTILITY CHARGES  
(AND AGREEMENT FOR COLLECTION WITH TAXES)

MONTROSE SUBDIVISION

KOOTENAI COUNTY, IDAHO

THIS CONTINUING MORTGAGE LIEN TO SECURE UTILITY CHARGES ("Mortgage") is given this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by GREENSTONE-KOOTENAI, INC., an Idaho corporation ("Greenstone"), in favor of the CITY OF POST FALLS, a municipal subdivision of the State of Idaho (the "City"), with reference to the following facts:

A. Greenstone is the current owner of \_\_\_\_\_ (\_\_\_\_) residential Lots (the "Lots") within that certain subdivision located in Kootenai County, Idaho, commonly known as "Montrose" (the "Project"), which Lots are more particularly described as follows:

Lots 1 through \_\_\_\_\_, inclusive, Block 1, MONTROSE SUBDIVISION, according to the plat thereof recorded in Book \_\_\_\_\_ of Plats, at Pages \_\_\_\_\_ et seq., as Document No. \_\_\_\_\_, Records of Kootenai County, Idaho.

B. As part of the development and municipal approval process for the Project, the City has agreed to provide various utility services to the Lots (consisting of sewer service, garbage service, and street lighting), for which the individual Owners will be billed directly by the City. As used in this Mortgage, the term "Services" shall refer to such utility services, and the term "Charges" shall refer to charges for such Services according to the schedule in effect with the City for such Services from time to time. The term "Charges" shall also include all all costs of collection thereof, whether pursuant to mortgage foreclosure contemplated hereunder or otherwise.

NOW, THEREFORE, the Mortgagor, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the City all Charges for the Services as defined herein, to the extent such Services shall be provided to each individual Lot. All such Charges shall be a charge and a continuing mortgage lien upon the Lot against which such Charges are made, the lien for all Charges to relate back and be effective as of the date of recordation of this Mortgage; provided, however, that such lien shall be and is hereby subordinated to general and special taxes

that would be prior to this Mortgage as a matter of law, and to any first mortgage, deed of trust or other security instrument encumbering an individual Lot, given in good faith and for value, which shall be hereafter placed on such Lot.

The City shall have the right to enforce, by any proceedings at law or in equity, all mortgage rights created hereby, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court.

In addition to, and without limiting in any way the mortgage rights and remedies created by this Mortgage, Greenstone, on behalf of itself and its successors and assigns with respect to each of the Lots, hereby agrees that the City may certify to Kootenai County any Charges that may be ninety (90) or more days delinquent as of the date on which the certification may be made. Such certification shall set forth the description of each Lot and the amount of the delinquency, and shall request that Kootenai County include the delinquency on its next successive billing of general taxes for the subject Lots, and then remit the delinquent amount when paid to Kootenai County. Each Owner of a Lot hereby agrees to the certification and collection procedures outlined in this paragraph and waives any right to object to collection of such delinquent amounts with general taxes. However, upon payment of the general taxes (including the delinquent Charges), such Owner shall nevertheless have the right to seek reimbursement of all or any portion of any Charges which may have been improperly assessed.

The undersigned, being the Mortgagor herein, has executed this Mortgage as of the date first above written.

MORTGAGOR:

GREENSTONE-KOOTENAI, INC.,  
an Idaho corporation

By: \_\_\_\_\_  
JAMES FRANK, President

STATE OF \_\_\_\_\_)  
  : ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, personally appeared JAMES FRANK, known or identified to me to be the President of GREENSTONE-KOOTENAI, INC., the corporation that executed the foregoing instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_



Exhibit #5

Public Access Easement  
Open Space

## PUBLIC ACCESS AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_ day of \_\_\_\_\_, 199\_ by and between the City of Post Falls, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and Montrose Home Owners Association, an Idaho non-profit corporation, hereinafter referred to as "Association,

### RECITALS:

1. The City, through the Planning Commission and City Council , has preliminarily approved the planned unit development known as Montrose.
2. The approved development plan for Montrose includes extensive private open space and common areas(including pathways) that are owned and maintained by the Association.
3. Montrose will be home to over 1,600 residences and families at full build out. These residents and families shall have the right to the quiet, peaceful and safe enjoyment of the community and neighborhoods, which right extends to the private open space and common areas.
4. The City and the Association desire to provide for public access and use of the private open spaces and common areas ( including pathways) which are located within the Montrose project, subject to reasonable rules of conduct as may be established by the Association.

NOW, THEREFORE, in consideration of the mutual promises, rights and obligations of the parties, the City of Post Falls and the Association mutually agree as follows:

## 1. OPEN SPACE AND COMMON AREAS

The open space and common areas designated on the approved final plat map or any phase thereof for Montrose shall not be eliminated, sold or otherwise transferred by the Association without the written approval of the City.

## 2. PUBLIC USE

The Association shall allow reasonable public access to the private open spaces and common areas within the Montrose Community subject to the following conditions;

A. The Association may establish reasonable rules and regulations for the use and enjoyment of the private open spaces and common areas as may be necessary to protect the interests of the members of the Association, including but not limited to permitted hours of use, restrictions on motorized vehicles, and non-permissible conduct.

B. Access may be limited due to construction activity within the project or on the common areas or open space areas.

C. Access may be limited for any reason if prior written approval has been given by the City.

D. The Association may deny access to any person whose conduct, in the sole discretion of the Association, is in violation of reasonable rules and regulations adopted by the Association.

## MODIFICATION

This Agreement may not be modified or amended except by written instrument executed by the parties hereto. However, the parties agree that upon adoption of reasonable rules and regulations for the use and enjoyment of the private open space and common areas, the City and Association

may mutually agree to make such rules and regulations a part of this Agreement.

4. GENERAL

Each party acknowledges that said party has read this agreement in its entirety and accepts the same in full. The rights and obligations hereunder shall extend to the successors, and/or assigns of the respective parties.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Post Falls have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF POST FALLS  
KOOTENAI COUNTY, IDAHO

MONTORSE HOMEOWNERS  
ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Unfinished Business  
**MEETING DATE: 04/18/2023**

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**DATE:** 04/12/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** David Fair  
**SUBJECT:** Purchase of 489 S Corbin Road

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**ITEM AND RECOMMENDED ACTION:**

Staff is recommending the purchase of 489 S Corbin Road and authorize the Mayor to sign the closing papers. If this purchase is approved by council staff will have seven business days to complete an inspection of the property/buildings.

**DISCUSSION:**

This is a 2.6 acre parcel that is connected to Corbin Park on the North side. It fronts the West side of Corbin Road. It is a logical extension of the park and with a neighboring dog facility it leads itself to a location for a dog park. The purchase includes a single level, 1,570 Square foot house that was built in 1924. The house has a new roof and a new furnace. It has a detached garage and a barn. It is serviced by East Green Acres water.

The listing price was \$649,000 and the purchase price is \$625,000. The offer also allows the sellers to stay in the house up to 6 months as they look for a new home. The purchase will be from Impact fees.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

4/4/23

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$625,000 plus buyer's share of closing cost.

**BUDGET CODE:**

038-443-0000-9600



489 S CORBIN RD, Post Falls, ID 83854  
MLS# 23-1330

Not only a beautiful location but a convenient one as well. Near the Centennial Trail and Corbin Park. This lot is 2.70 acres. Room for animals, or a garden, RV parking, basically anything you need. There is a 2 car detached garage 24 x 24, greenhouse/shed and dog kennel. There is also a detached carport 21 x 24. One side has an enclosed area complete with roll up door to store items. The home is a 1924 build that has been well taken care of. 1570 sqft, NEW roof just put on and NEW furnace. Inside you have 3 bedrooms, 1 bath, additional storage room, formal dining area, kitchen, and laundry. There is a cellar even! The home does have a wood stove and gas forced air. The bottom part of the property has sprinklers, not the top. There is some fencing. And in the very back is another workshop or barn with lean-to. It's 18 x 24 and at one time had goats in it. Come take a look at this one!

**Agent/Agency Information**

<b>Listing Member</b>	Mary Gronley 208-755-3397 MaryGronley@gmail.com http://www.MaryGronley.com	<b>Listing Office</b>	Windermere/Coeur d'Alene Realty Inc
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**Contract Information**

<b>Status:</b>	Active	<b>REO:</b>	No
		<b>Short Sale:</b>	No
		<b>Listing Type:</b>	Site Built > 2 Acres
<b>Status Change Date:</b>	03/01/2023	<b>Area:</b>	02 - Post Falls
		<b>Begin Date:</b>	03/01/2023
<b>Property Type:</b>	Residential	<b>Original List Price:</b>	649,000
<b>Neighborhood Grid #:</b>	154	<b>Buyer Agency Compensation:</b>	3%
<b>Expiration Date:</b>	09/01/2023	<b>Non-Agent Compensation:</b>	1%
<b>List Price:</b>	649,000	<b>VRC:</b>	
<b>Days On Market:</b>	36	<b>Type of Contract:</b>	Exclusive Right to Sell, Full Service
		<b>Showing Instructions:</b>	Appointment Only; Call Listing Agent; Supra Lockbox
		<b>Terms Considered:</b>	Cash; Conventional; FHA; VA

**Private Remarks:**No commissions paid on any seller paid CC is any are agreed on. Buyer and buyers agent to verify all data. East green acres water. Sprinklers only go from shed to road. Fruit trees are plum and apple. Old outhouse building will also STAY! SELLER NEEDS TO FIND A REPLACEMENT HOME. PLEASE DISCUSS WITH MARY for further info.

**General Property Description**

<b>Building Style:</b>	Single Level	<b>Realtor.COM Type:</b>	Residential - Single Family
<b>Garage Type:</b>	Det Garage	<b>Basement:</b>	No
<b>Gar/Cpt2-Type:</b>	Det Carport	<b>Garage Stall:</b>	2 Car
<b>Total Bedrooms:</b>	3	<b>Gar/Cpt2-#/Stalls:</b>	2 car
<b>Total SqFt.:</b>	1,570	<b>Total Bathrooms:</b>	1
<b>Year Built:</b>	1924	<b>SqFt Source:</b>	Assessor
<b>Lot Type 1:</b>	Residential	<b>New Construction:</b>	No
		<b>Lot Acres:</b>	2.7
		<b>Occupant:</b>	Owner

**Legal and Taxes**

<b>Legal:</b> EAST GREENACRES IRR DISTRICT PLAT 9, TR 92 W OF CO RD Section 05 Township 50N Range 05W			
<b>AIN/Tax Bill:</b>	125050	<b>Zoning:</b>	AGSUB
<b>Parcel Number:</b>	0304005092AC	<b>Taxes:</b>	1,764.02
<b>School District:</b>	Post Falls - 273	<b>Tax Year:</b>	2022
<b>Subdivision:</b>	East Greenacres	<b>Taxes Reflect:</b>	Home Owner's Exemption
<b>County:</b>	Kootenai		

**Directions:** From McGuire Rd, go over Hwy, make 1st right, then left on S Corbin Rd home, will be on your right. No sign at driveway.

**Details**

<b>View</b>	Territorial	<b>Roof</b>	Comp Shingle; See Remarks
<b>Lot Features</b>	Level; Open; Sloping; Wooded	<b>Road</b>	Paved; Public Maintained Road
<b>Interior Features</b>	Cable TV; Fireplace; Skylight(s)	<b>Water</b>	Community System; Water System

**Exterior Features**Covered Porch; Fruit Trees; Lawn; RV  
Parking - Open; Sprinkler System -  
Front**Sewer**Name: East GreenAcres  
Septic System**Appliances:**Dishwasher; Range/Oven - Elec;  
Electric Water Heater**Property Subject to:**Homeowners Assoc: None  
LID: No**Heating**

Forced Air; Stove - Wood

**Miscellaneous**Sec: 5; Twn: 05; Rng: 05; Rng Dir:  
WBM**Basement**

Cellar; None, Slab on grade

**Pers Prop Included**

Dishwasher, Fridge inGarage only

**Foundation**

Concrete

**Construction****Exterior**

Aluminum; Hardboard

**Flooring**

Carpet; Laminate; Vinyl

Main House Rooms/Areas	ApxSqFt	Living	Dining	Kitch	Fam Rm/GR Rm	MBR	Bdrm	Bath	1/2 Ba	Laun	Other	Other Rooms
Bsmt												Main Floor Utilities
1st Fl		1	1	1		1	2	1		1	1	Mst Bdrm Suite
2nd Fl												Storage: 1
3rd Fl												

Information is deemed to be reliable, but is not guaranteed. © 2023 [MLS](#) and [FBS](#). Prepared by Mary Gronley on Thursday, April 06, 2023 3:32 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.



# RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JANUARY 2023 EDITION

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

1 ID# CPF46 DATE April 6, 2023  
 2 LISTING AGENCY Windermere Cd'A Realty Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 3 Listing Agent Mary Gronley E-Mail \_\_\_\_\_ Phone # \_\_\_\_\_  
 4 SELLING AGENCY Windermere Cd'A Realty Office Phone # (208) 664-9221 Fax # (208) 664-5438  
 5 Selling Agent Mary Gronley E-Mail MaryGronley@gmail.com Phone # (208) 664-9221

7 **1. BUYER: City of Post Falls**  
 8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as  
 9 "PROPERTY" **COMMONLY KNOWN AS 489 S CORBIN RD**  
 10 City Post Falls County Kootenai ID, Zip 83854 legally described as: EAST GREENACRES IRR  
 11 DISTRICT PLAT 9, TR 92 W OF CO RD Section 06 Township 50N Range 05W  
 12 OR Legal Description Attached as exhibit \_\_\_\_\_ (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

14 **2. \$625000 PURCHASE PRICE: Six Hundred Twenty-five Thousand Dollars And Zero Cents**  
 15 payable upon the following **TERMS AND CONDITIONS** (not including closing costs):  
 16 **This offer is contingent upon the sale, refinance, and/or closing of any other property**  Yes  No

18 **3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.**  
 19  
 20 **(A). \$10000 EARNEST MONEY: Ten Thousand Dollars And Zero Cents**  
 21 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
<input type="checkbox"/> Cash	<input type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input type="checkbox"/> Personal Check	<input checked="" type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within <u>3</u> business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5
<input checked="" type="checkbox"/> Wire/Electronic Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> See Section 5			

22  
 23 **THE RESPONSIBLE BROKER SHALL BE: Pat Krug**

24  
 25 **(B). ALL CASH OFFER:**  NO  YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within \_\_\_\_\_ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

28  
 29  
 30 **(C). Cash proceeds from another sale:**  Yes  No (No if left blank)

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 32 **(D). \$ \_\_\_\_\_ NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank, then this Agreement is contingent upon BUYER obtaining the following financing:  
 33 **FIRST LOAN** of \$ \_\_\_\_\_ not including mortgage insurance, through  FHA,  VA,  CONVENTIONAL,  IHFA,  RURAL DEVELOPMENT,  OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_ % for a period of \_\_\_\_\_ year(s) at:  Fixed Rate  Other \_\_\_\_\_  
 34 **SECOND LOAN** of \$ \_\_\_\_\_ through  FHA,  VA,  CONVENTIONAL,  IHFA,  RURAL DEVELOPMENT,  OTHER \_\_\_\_\_ with interest not to exceed \_\_\_\_\_ % for a period of \_\_\_\_\_ year(s) at:  Fixed Rate  Other \_\_\_\_\_  
 35 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S Earnest Money shall be returned to BUYER.

36  
 37  
 38 **LOAN APPLICATION:** BUYER  has applied OR  shall apply for such loan(s). Within \_\_\_\_\_ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. BUYER may also waive the right to obtain a loan or apply for a loan with conditions and costs more favorable to BUYER so long as the new loan does not increase the costs or requirements to the SELLER.

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 BUYER'S Initials (DF) (\_\_\_\_\_) Date 04/08/2023 SELLER'S Initials (LR) (PR) Date 4/10/2023

Electronically Signed using eSignOnline™ [ Session ID : d8c334f3-d841-418f-t624-d853c649bd97 ]  
 Electronically Signed using eSignOnline™ [ Session ID : 224a7cc7-23ce-4792-8463-0f65993ee0af ]



PROPERTY ADDRESS: 489 S CORBIN RD, Post Falls, Id 83854

ID#: CPF46

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender selling forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

(E). \$ ADDITIONAL FINANCIAL TERMS:

- Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(F). \$615,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than business days (seven [7] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER'S default. In the event any contingency has been waived or a contingency deadline has expired and thereafter closing is extended or rescheduled to occur on a later date, said extension shall not reinstate the waived or expired contingency without a mutually executed written agreement containing language specifically reinstating the same. This contingency deadline shall not apply to the following contingency(ies):

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies. Seller can stay in the home 3 - 6 months after closing rent free BUT agrees to pay all utilities and maintain the property during their time there. See attached RE-51.

Offer is contingent on the Approval of the Purchase and Sale agreement by the city council.

Inspection window will start after the acceptance by city council.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens and in as-is condition. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks, and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the Included Items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in section 6(A) below is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

BUYER'S Initials (DF) Date 04/08/2023

SELLER'S Initials (LR) (PR) Date 4/10/2023

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PROPERTY ADDRESS: 489 S CORBIN RD, Post Falls, Id 83854

ID#: CPF46

7. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY and owned by SELLER are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

8. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY and owned by SELLER are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

9. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, [X] SELLER or [ ] BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 2 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that North Idaho Title Company located at 601 E Front St CDA shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

12. INSPECTION: (A). BUYER chooses [X] to conduct inspections [ ] not to conduct inspections. If BUYER chooses not to conduct inspections, skip Sections 12(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. SELLER shall make the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on no later than business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and internet. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

[ ] This offer is subject to a short sale approval by a mortgage company, the timeframe(s) for completing inspections shall begin upon written approval of the short sale by the mortgage company and/or all lien holders.

(B) TIMEFRAME(S) FOR INSPECTIONS

1) PRIMARY INSPECTION: Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 7 business days (five [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for inspections other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

BUYER'S Initials (DF) ( ) Date 04/08/2023

SELLER'S Initials (LR) (BR) Date 4/10/2023

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PROPERTY ADDRESS: 489 S CORBIN RD, Post Falls, Id 83854

ID#: CPF46

2) SECONDARY INSPECTION: Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 12(B)(1) Primary Inspection timeframe. BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided under this subsection is unrelated to a notice provided under subsection 12(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless otherwise noted in the Costs Paid By section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary Inspection timeline:

- Domestic Well Water Potability and/or Productivity Test which shall be completed and notice provided within \_\_\_ business days (ten [10] if left blank) from acceptance.
Septic Inspection and required Pumping which shall be completed and notice provided within 10 business days (ten [10] if left blank) from acceptance.
Survey which shall be completed and notice provided within \_\_\_ business days (ten [10] if left blank) from acceptance.
Other Inspection #1: \_\_\_ which shall be completed and notice provided within \_\_\_ business days (ten [10] if left blank) from acceptance.
Other Inspection #2: \_\_\_ which shall be completed and notice provided within \_\_\_ business days (ten [10] if left blank) from acceptance.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 12(B)(2) above, shall also apply independently and repeatedly to each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required, if additional time was reserved in 12(B)(2) there may be multiple notices.

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement under the Primary Inspection or any particular 12(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition, conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and inspections.

2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on any unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items/conditions, it shall end BUYER'S timeframe for that particular inspection and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have \_\_\_ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER'S option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may proceed under 12(C)(4) below.

4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within \_\_\_ business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection reserved under 12(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 12(B)(2).

(D). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.

13. LEAD PAINT DISCLOSURE: The subject PROPERTY [X] is [ ] is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards are intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYER'S right to have the PROPERTY tested for lead-based paint hazards to be completed no later than \_\_\_ or the contingency will terminate, (d) that BUYER hereby [X] waives [ ] does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

BUYER'S Initials (DF) Date 04/08/2023

SELLER'S Initials (L R) Date 4/10/2023

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PROPERTY ADDRESS: 489 S CORBIN RD, Post Falls, Id 83854

ID#: CPF46

14. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

15. SQUARE FOOTAGE AND BOUNDARY VERIFICATION: BUYER is aware that any reference to the square footage, the boundaries and/or property lines of the real property or improvements is approximate. If exact knowledge of the square footage, boundaries and/or property lines is material to the BUYER, they must be verified by BUYER during the inspection period. BUYER is advised that fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines and boundaries may be verified by surveys.

16. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

17. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the " Seller's Property Condition Disclosure Form " or other acceptable form prior to signing this Agreement: [X] Yes [ ] No [ ] N/A

18. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: [ ] Yes [ ] No [X] N/A. Association fees/dues are \$ \_\_\_\_\_ per \_\_\_\_\_.
[ ] BUYER [ ] SELLER [ ] Shared Equally [X] N/A to pay Association SET UP FEE of \$ \_\_\_\_\_ at closing.
[ ] BUYER [ ] SELLER [ ] Shared Equally [X] N/A to pay Association PROPERTY TRANSFER FEES of \$ \_\_\_\_\_ at closing.
[ ] BUYER [ ] SELLER [ ] Shared Equally [X] N/A to pay Association STATEMENT OF ACCOUNT FEE of \$ \_\_\_\_\_ at closing. Association Fees are governed by Idaho Code chapters 15 and 32.
The SELLER to pay any additional costs if more than the amounts stated in this section.

19. COSTS PAID BY: The parties agree to pay the following costs immediately when due and regardless of transaction closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 12.

Table with 10 columns: Item, BUYER, SELLER, Shared Equally, N/A, Item, BUYER, SELLER, Shared Equally, N/A. Rows include Appraisal Fee, Title Ins. Standard Coverage, Appraisal Re-Inspection Fee, Title Ins. Extended Coverage, Closing Escrow Fee, Additional Title Coverage, Lender Document/Processing Fee, Domestic Well Water Potability Test, Tax Service Fee, Domestic Well Water Productivity Test, Flood Certification/Tracking Fee, Septic Inspections, Lender Required Inspections, Septic Pumping, Attorney Contract Preparation or Review Fee, Survey, Water Rights/Shares Transfer Fee.

Upon closing SELLER agrees to pay [ ] \_\_\_\_\_ % of the purchase price OR [ ] \$ \_\_\_\_\_ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked above. This concession can also be used for any other expense not related to financing at the BUYER'S discretion.

SELLER agrees to pay up to \$ \_\_\_\_\_ (\$0 if left blank) of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

BUYER'S Initials (DF) ( ) Date 04/08/2023

SELLER'S Initials (SR)(PR) Date 4/10/2023

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PROPERTY ADDRESS: 489 S CORBIN RD, Post Falls, Id 83854

ID#: CPF46

20. OCCUPANCY: BUYER  does  does not intend to occupy PROPERTY as BUYER'S primary residence.

21. SECTION 1031 TAX DEFERRED EXCHANGE: BUYER  Does  Does Not intend to do a 1031 Tax Deferred Exchange (N/A if left blank). Each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

22. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER, and if voided, BUYER'S Earnest Money shall be returned to BUYER.

23. WALK THROUGHS: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within 3 business days (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within 3 business days (three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for phone, cable and Internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their associates of any liability as to incomplete repairs and/or any changed conditions.

24. SINGULAR AND PLURAL terms each include the other, when appropriate.

25. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

26. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

27. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

28. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

29. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

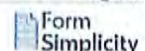
30. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

31. CALENDAR DAYS: A calendar day is herein defined as Sunday through Saturday, 12:00 A.M. to 11:59 P.M., in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

BUYER'S Initials (DF) Date 04/08/2023

SELLER'S Initials (LR) (PR) Date 4/10/2023

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PROPERTY ADDRESS: 489 S CORBIN RD, Post Falls, Id 83854

ID#: CPF46

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

33. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that any Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit, including but not limited to Earnest Money that has become non-refundable, shall be returned to BUYER and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

34. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker shall not be required to take any action but may await any proceeding, or at Broker's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

35. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

36. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

37. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

38. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

39. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) on or before May 17, 2023. The parties agree that the CLOSING COMPANY for this transaction shall be North Idaho Title located at 601 E Front CDA.

If a long-term escrow / collection is involved, then the long-term escrow holder shall be \_\_\_\_\_.

BUYER'S Initials (PF) ( ) Date 04/08/2023 SELLER'S Initials (CR) (PR) Date 4/10/2023

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PROPERTY ADDRESS: 489 S CORBIN RD, Post Falls, Id 83854

ID#: CPF46

40. CONDITION OF PROPERTY UPON CLOSING: Upon closing BUYER agrees BUYER is purchasing the PROPERTY in as-is-condition with all faults and with no further repairs required, subject only to the representations and warranties stated herein, in any deed, or unless otherwise agreed upon by the parties in writing. BUYER will assume all obligations with respect to the PROPERTY. Prior to closing SELLER shall ensure all personal property not specifically transferred under this Agreement is removed from the PROPERTY and that the PROPERTY is free of debris. SELLER shall have no right to abandon personal property by leaving the same on the PROPERTY. In the event any personal property remains on the PROPERTY after closing the same shall be deemed to have no value and may be disposed of, sold, or acquired by BUYER without notice or compensation to SELLER; BUYER shall have a cause of action against SELLER for reasonable costs and expenses for the removal of same; and SELLER shall indemnify BUYER for claims from third parties related to the same. BUYER and SELLER intend for the provisions of this section to survive closing and not merge with any subsequently executed deed as it is a collateral stipulation.

41. POSSESSION: BUYER shall be entitled to possession upon closing or date November 17, 2023 time 5:00 A.M. P.M.

42. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated upon closing or as of date

BUYER to reimburse SELLER for fuel in tank Yes No N/A. Dollar amount may be determined by SELLER's supplier.

43. ASSIGNMENT: This Agreement and any rights or interests created herein may may not be sold, transferred, or otherwise assigned.

44. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

45. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

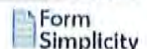
46. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

47. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) April 14, 2023 at (Local Time in which PROPERTY is located) 9:00 A.M. P.M.

BUYER'S Initials (DF) Date 04/08/2023

SELLER'S Initials (LR) (OK) Date 4/11/2023

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PROPERTY ADDRESS: 489 S CORBIN RD, Post Falls, Id 83854

ID#: CPF46

48. BUYER'S SIGNATURES:

463 48. BUYER'S SIGNATURES:
464
465 [X] SEE ATTACHED BUYER'S ADDENDUM(S): RE-51 (Specify number of BUYER addendum(s) attached.)
466 [ ] SEE ATTACHED BUYER'S EXHIBIT(S): (Specify number of BUYER exhibit(s) attached.)
467

468 [ ] BUYER does currently hold an active Idaho real estate license. [ ] BUYER is related to agent.

469 BUYER Signature David Fair BUYER (Print Name) David Fair
470
471 Date 04/08/2023 Time 11:42 AM [ ] M. [ ] P.M. Phone # Cell #
472
473 Address E-Mail DFair@postfalls.gov
474
475 City State Zip Fax #
476
477
478

479
480 [ ] BUYER does currently hold an active Idaho real estate license. [ ] BUYER is related to agent.
481

482 BUYER Signature BUYER (Print Name)
483
484 Date Time [ ] A.M. [ ] P.M. Phone # Cell #
485
486 Address E-Mail
487
488 City State Zip Fax #
489
490
491

49. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

495 [ ] SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER
496 [ ] COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) #
497
498 [ ] COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) #
499

500 [ ] SELLER does currently hold an active Idaho real estate license. [ ] SELLER is related to agent.

501 SELLER Signature Larry B Robinson SELLER (Print Name) Larry B Robinson
502
503 Date 4-10-23 Time 2:51 PM [ ] A.M. [ ] P.M. Phone # Cell #
504
505 Address E-Mail
506
507 City State Zip Fax #
508
509

510 CONTRACTOR REGISTRATION # (if applicable)

511
512
513
514 [ ] SELLER does currently hold an active Idaho real estate license. [ ] SELLER is related to agent.

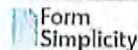
515 SELLER Signature Peggy Robinson SELLER (Print Name) Peggy Robinson
516
517 Date 4/10/2023 Time 2:51 [ ] A.M. [ ] P.M. Phone # Cell #
518
519 Address E-Mail
520
521 City State Zip Fax #
522
523

524 CONTRACTOR REGISTRATION # (if applicable)

LATE ACCEPTANCE

525 If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said
526 acceptance within calendar days (three [3] if left blank) by BUYER initialing HERE ( ) ( ) Date
527
528 If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.
529
530

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# RE-51 RENTAL AGREEMENT (Occupancy Prior to Closing)

JANUARY 2023  
EDITION

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.  
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



*Handwritten notes:*  
LLP / PR  
4/10/2023  
4/10/2023

1 Date: April 6, 2023  
2 TENANT(s) City of Post Falls - Larry & Peggy Robinson  
3 agree(s) to rent from LANDLORD City of Post Falls DF  
4 the property commonly known as 489 S CORBIN RD, Post Falls, Id 83854 04/10/2023 04:56 PM  
5 in Kootenai County, Idaho (the "PREMISES") on the following terms and conditions:

6 1. TERM. This Agreement shall terminate on (Date) or before November 17, 2023 at (Local Time in which PROPERTY is located)  
7 5:00  A.M.  P.M. If the parties hereto enter into a Purchase and Sale Agreement pertaining to the PREMISES, then this  
8 agreement shall terminate on Closing of the sale of the PREMISES or, at the sole discretion of the LANDLORD, upon any other  
9 termination of said Purchase and Sale Agreement. At the time of Closing, advance rent paid to LANDLORD shall be pro-rated on a daily  
10 basis, and TENANT shall be credited with any unused portion thereof.

11 12 2. RENT. The rent shall be \$0 per n/a OR \$n/a as a flat rate and full payment for the term of  
13 the lease. An initial payment of \$0 as  the first period's rent payment OR  full payment for the term of the lease  is  
14 accompanied herewith and receipt is hereby acknowledged OR  is due no later than: n/a. Future rent shall be payable in  
15 advance on the n/a day of each n/a, commencing on n/a.  
16 Rent shall be payable to n/a at n/a.

17 18 3. SECURITY DEPOSIT. TENANT shall tender prior to occupancy \$n/a as a security deposit to be applied against  
19 damage, changes, or charges by TENANT to the PREMISES. Pursuant to Idaho law security deposits cannot be applied to normal wear  
20 and tear, must be returned to TENANT within twenty-one [21] days after surrender of the PREMISES and if not returned in full must be  
21 accompanied by a signed statement itemizing the amounts lawfully retained, the purpose for retention and a detailed list of expenditures  
22 made from the deposit. Security Deposit shall be held by:  LANDLORD  other: n/a for the benefit of the parties hereto.

23 24 4. POSSESSION. TENANT is entitled to possession on May 17, 2023.

25 26 5. INSURANCE. LANDLORD agrees to keep the PREMISES insured against fire, personal injury liability and other normal  
27 casualties. All proceeds of any such policy shall be payable to LANDLORD alone. LANDLORD shall have no responsibility for insuring  
28 anything in or on the Property which belongs to the TENANT. TENANT is  strongly encouraged OR  required to obtain the proper  
29 amount of renters insurance.

30 31 6. TAXES. LANDLORD shall be responsible for all property taxes associated with the PREMISES during the term of this  
32 Agreement.

33 34 7. UTILITIES. TENANT agrees to pay for all utilities, including garbage collection charges and irrigation assessments, during the  
35 term of this Agreement.

36 37 8. IMPROVEMENTS. TENANT shall not be entitled to make any improvements or alterations in the PREMISES, including painting,  
38 during the term of this Agreement without the express written permission of LANDLORD. In the event this Agreement terminates for any  
39 reason other than TENANT'S purchase of the PREMISES, TENANT will return the PREMISES to LANDLORD in as good a condition as it  
40 was upon possession, ordinary wear and tear excepted. TENANT shall be prohibited from allowing liens to be filed against the  
41 PREMISES. In the event a lien is recorded against the PREMISES due to TENANT'S actions, or inactions, TENANT shall indemnify  
42 LANDLORD from the same and pay any reasonable costs and attorneys fees associated with removal of said lien.

43 44 9. DEFAULT. Failure of tenant to abide by any term of this Agreement, including the prompt payment of rent, shall constitute a  
45 default under this Agreement. If TENANT and LANDLORD have entered into a purchase and sale agreement for the purchase of the  
46 PREMISES, then a default under that purchase and sale agreement shall constitute a default under this Agreement. Similarly, default  
47 under this agreement may, at the sole discretion of the landlord, also constitute a default under a purchase and sale agreement between  
48 the parties. Upon default LANDLORD shall be entitled to all legal remedies available under any purchase and sale agreement as well as  
49 entitlement to the possession of the property and eviction remedies authorized by Idaho Code Title 6 Chapter 3. Further, due to the special  
50 circumstance of the PREMISES being designated for sale, if TENANT fails to timely surrender the PREMISES precisely when required,  
51 TENANT shall be liable to LANDLORD for hold over rent and consequential damages, all of which shall be subject to treble damages,  
52 regardless of TENANT'S motive, intent or lack of malice, wantonness or oppression. Or, in place of all damages stated herein,  
53 LANDLORD can accept, for each day held over, an amount equal to three times the daily rent indicated herein as liquidated damages.

54 LANDLORD'S Initials DF ( ) Date 04/08/2023 11:45 TENANT'S Initials LR PR ( ) Date 4/10/2023  
4/10/2023

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55 10. SUBLETTING OR ASSIGNMENT. TENANT may not sublet the PREMISES and may not assign TENANT'S rights under this  
56 Agreement.

57  
58 11. TIME. Time is of the essence in this Agreement.

59  
60 12. RELEASE OF REAL ESTATE BROKERAGES. LANDLORD and TENANT release all real estate brokerages, their licensees and  
61 employees, and agree to indemnify all brokers, their licensees and employees from any and all claims arising as a result of this Agreement  
62 or the TENANT'S possession of the PREMISES.

63  
64 13. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way related  
65 to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees,  
66 including such costs and fees on appeal.

67  
68 14. SMOKE DETECTOR. It is TENANT'S responsibility to maintain the smoke detector(s) as specified by the manufacturer, including  
69 monitoring and replacement of batteries, if required.

70  
71 15. LEAD PAINT DISCLOSURE: The PREMISES  is  is not defined as "Target Housing" regarding lead-based paint or lead-based  
72 paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils  
73 regardless of the source of the lead. If yes, TENANT hereby acknowledges the following: (a) TENANT has been provided an EPA  
74 approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", and (b) TENANT acknowledges  
75 there is a potential for the presence of lead-based paint hazards in said PREMISES. Additionally, if any structure was built before 1978  
76 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that  
77 disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow  
78 specific work practices to prevent lead contamination.

79  
80 16. MOLD DISCLAIMER: TENANT is hereby advised that mold and/or other microorganisms may exist in the PREMISES. TENANT  
81 acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to  
82 hold LANDLORD and any Broker or agent representing LANDLORD or TENANT harmless from any liability or damages (financial or otherwise)  
83 relating to such matters.

84  
85 17. ACCESS TO PREMISES. LANDLORD or his or her representative shall have the right to access the PREMISES so long as  
86 TENANT is provided notice, either directly or through his or her representative, a minimum of 24 hours prior to access.

87  
88 18. KEY DELIVERY. In the event this Agreement terminates without transfer of the PREMISES to TENANT, TENANT shall deliver  
89 keys and garage door opener remote controls to LANDLORD or LANDLORD'S representative on the last day of the TERM of this  
90 Agreement.

91  
92 19. OTHER TERMS AND/OR CONDITIONS: Tenants to keep the property in good condition and pay all utilities until their departure.  
93 Tenants will notify Dave Fair ( 208-457-3324) of the date they will be moving out if sooner than the term date of November 17, 2023 on line 6 of  
94 this agreement. After November 17, 2023 if Tenants wish to stay they will enter into a formal 1 year lease with the city and agree to pay \$1500.00  
95 a month for the first year.

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107 LANDLORD: David Fair Date: 01/08/2023 11:45 AM

110 LANDLORD: \_\_\_\_\_ Date: \_\_\_\_\_

112  
113 TENANT: [Signature] Date: 4/10/2023

114  
115 TENANT: [Signature] Date: 4/10/2023



**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: APRIL 18th, 2022**

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**DATE: APRIL 10th, 2023**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER**

**SUBJECT: TRANSPORTATION MASTER PLAN UPDATE**

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**ITEM AND RECOMMENDED ACTION:** With approval, City Council authorizes the Mayor's signature to enter into an agreement to acquire professional services from J-U-B Engineers, Inc. to update the City's Transportation Master Plan.

**DISCUSSION:** The City of Post Falls Transportation Master Plan (Master Plan) is utilized, as part of the City's Comprehensive Plan, to provide and maintain a safe and efficient roadway network. The Master Plan establishes the minimum standards for the type and extent of frontage improvements associated with private development. The Master Plan is additionally utilized to identify the location and scope of Capital Roadway Improvements, resulting from growth, needed to maintain long term roadway capacity and allow for the implementation and management of a Streets Capital Improvement Plan funded by Transportation Impact Fees.

The Current Master Plan was based on traffic data collected in 2014 and projected short-term and medium-term projects thru 2025 and long-term projects thru 2035. An updated Master Plan will identify traffic needs for 2030, 2035 and 2050. The plan will tie into and build off of regional planning data from the Kootenai Metropolitan Planning Organizations (KMPO) 2022 Origin and Destination Study and 2023 Master Plan Update. The updated master plan will take a detailed look at and examine the potential impacts from a future Huetter Bypass, I90 Widening and I90 Post Falls Access Modifications. From collected field data, the study will implement updated traffic signal timing to improve efficiency and safety. The study will also review status and needs of the City's multimodal traffic facilities. Establishment of the new Master Plan will include public open houses, stake holder interviews, workshops with City Council, and a technical advisory group.

The cost of the project would be \$718,600.00, which includes a \$48,900 management reserve fund. Funding would come from and complete the three (3) projects listed within the City's Street Impact Fees list: (S-TMPU) Transportation Master Plan Update 2018-2022, (NKN1) Traffic Counts and Signal Timing and (NKN5) Seltice Way Focused Corridor Phase I. Implementation of these three (3) projects when done concurrently is less than the estimated combined individual project costs from the current Capital Improvement Plan. Completion of this project is estimated to take 18 months with a projected completion of early 2025, this accommodates coordination with ITD planning efforts for I90.

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

**APPROVED OR DIRECTION GIVEN:** N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** \$718,600

**BUDGET CODE:** Street Impact Fees: 037-431.0000.80290  
S-TMPU Transportation Master Plan Update (2018-2022)  
NKN1 Traffic Counts and Signal Timing  
NKN5 Seltice Way Focused Corridor Phase I

**SUPPORTING DOCUMENTS:** A copy of the Professional Services Agreement, and corresponding exhibits is attached.

**CITY OF POST FALLS:**

City of Post Falls Idaho  
408 N. Spokane Street  
Post Falls, ID 83854

City Contract Administrator: Jason Faulkner, Finance Director. Phone: (208) 457-3374 Email: jfaulkner@postfalls.gov

City Project Manager: Bill Melvin, PE, City Engineer. Phone: (208) 457-3374 Email: bmelvin@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."

WITNESSETH:

WHEREAS, Pursuant to the 2022 Request for Proposals for the 2025 Transportation Master Plan and selection of J-U-B Engineers, Inc. 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. Billing rates shall remain firm for the duration of this Agreement unless formally amended or changed by an Amendment, in accordance with Section 8.4 to the Agreement.

**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, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and 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 with 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).

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 Proposal 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: April \_\_\_\_\_, 2023

CONSULTANT

J-U-B Engineers, Inc .  
7825 Meadowlark Way,  
Coeur d'Alene, ID 83815

*[Handwritten signature in blue ink]*

\_\_\_\_\_  
Cory R. Baune, Executive Vice President

State of Idaho )  
: ss  
County of Kootenai

On this 5th day of April 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



*[Handwritten signature in blue ink]*  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Bayview  
My Commission Expires: 8/13/27

## **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.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Transportation Master Plan Update

**CLIENT:** City of Post Falls

**J-U-B PROJECT NUMBER:** 07-23-\_\_\_\_\_

**CLIENT PROJECT NUMBER:** N/A

**ATTACHMENT TO:**

**AGREEMENT DATED:** 4/18/2023

**AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** N/A

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: City desires to prepare a Transportation Master Plan.

**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.

**Task 1: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend one client update meeting per month to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.

**Task 2: Public Involvement**

1. Public Involvement Plan and Summary
  - a. Develop and update a **Public Involvement Plan (PIP)**. The **Langdon Group (TLG)** a **wholly owned subsidiary of J-U-B** will identify and work with the CLIENT to identify key stakeholders (such as city leaders, school district, ITD, KMPO, chamber officials, etc.), outreach goals, communication protocols, specific methodologies, and develop anticipated timelines for the Public Involvement (PI) activities. Key CLIENT, TLG, and JUB staff will be identified as well as team communication protocols. The draft PIP will be reviewed with CLIENT for concurrence. The plan is considered a living document that will be updated throughout the process, as appropriate, to reach the PI goals.

- b. Prepare **Public Involvement Post-Project Summary Report** to cohesively document the process, materials, and outcomes

Assumptions:

- The draft PIP will be reviewed and approved by CLIENT in a timely manner.
- The PIP will be updated by TLG once, after the interviews, to ensure it aligns with stakeholder feedback.

Deliverables:

- Draft PIP document
- Public Involvement Post-Project Summary Report

## 2. Stakeholder Interviews

- a. Work with the CLIENT to develop an interview guide and questions.
- b. Plan, schedule, and conduct up to 15 individual stakeholder interviews to understand local perspectives, needs, and concerns. Interviews will be with a diverse cross-section of stakeholders to collect a broad baseline of information to develop outreach messaging, content, and delivery strategy.
- c. Analyze and synthesize interview findings to identify key themes and insights in summary report.

Assumptions:

- Interviews will take place in-person or via phone/Zoom as appropriate. Each interview will last approximately 45 minutes.

Deliverables:

- Interview Guide and Questions
- Stakeholder feedback summary report

## 3. Public Outreach and Education

- a. For this task, TLG will assist CLIENT in developing clear, concise, and strategic content for distribution and identification of most appropriate communication channels. This may include social media content, fliers/mailers, and media ads. These tactics are dependent on findings from the interviews and are subject to change.
  - i. Educational materials will be collected and organized to help the public learn about different mechanisms that make a city transportation system function. Public education will focus on different elements of planning processes, traffic, and transportation tools. Existing public educational materials will be prioritized for dissemination over the creation of new materials. TLG and City Staff will coordinate to publish materials by topic monthly through the city social media accounts and Project Website.
  - ii. TLG and City Staff will coordinate to create mailers, press releases and advertisements to share overview information about the project and opportunities for public involvement.

Assumptions:

- TLG will post educational materials and advertisements to the project website.
- CLIENT will post educational materials and advertisements to the city's social media accounts and website.
- TLG will work with CLIENT to manage all printing and distributing of outreach materials at CLIENT's expense. (Mailer dependent on costs, to be determined).
- BNSF and UPRR will be included in outreach material distribution.

Deliverables:

- Monthly Social media and project website updates for the length of the agreement.
- Advertisements, press releases, invitation mailers for public surveys and open houses.

#### 4. Technical Advisory Group (TAG) Meetings

- a. TLG will coordinate with the CLIENT to identify key technical stakeholders, goals and outcomes for up to five TAG meetings.
- b. TLG will coordinate and plan up to five TAG meetings to assess and receive guidance on project specific topics.
- c. The following are tentative goals for up to five TAG meetings:
  - (a) Meeting 1 goal to convene key technical stakeholders to review relevant project data, processes, and progress and receive guidance from participants, and prepare for Open House 1.
  - (b) Meeting 2 goal...Review public comments from open house, discuss future roadway network in preparation for modeling efforts and forecasting. Include discussion of revisions to roadway cross sections, roadway classifications and access management
  - (c) Meeting 3 goal...Review future year modeling results to discuss potential alternatives analysis and project specific needs.
  - (d) Meeting 4 goal Review forecasting for future year scenarios and results of alternatives analysis. Prepare for Public Open House 2
  - (e) Meeting 5 goal, review public comments and draft TMP
- d. TLG will summarize the TAG meeting minutes

##### Deliverables:

- Agendas for up to five TAG meetings
- Meeting Minutes for TAG meetings

#### 5. Interactive 3P Visual Website and Story Map

- a. Set up an interactive project website using 3P Visual and Story Map software through J-U-B's Community Connect system for public information and education. Website content will be identified in coordination with CLIENT, and may include: an interactive project website, educational materials, project status updates, timeline, announcements for community engagement opportunities, public surveys, contact information, maps.
- b. TLG will prepare and post up to one public survey in addition to the 3P Visual comment collection software, through the project website, to collect public perspectives and feedback at key project milestone.

##### Assumptions:

- The website will be maintained to show timely content.
- The CLIENT and TLG will coordinate to advertise the public survey.

##### Deliverables:

- Interactive Project Website
- Summary of survey results.

#### 6. Public Open Houses

- a. Two open houses will be conducted to provide the opportunity for the general public to learn about the project, including past city efforts, the planning process, and seek to input from the public on existing conditions.

- i. Plan **open house logistics** – venue, layout, set up, including printing.
  - ii. Design **open house materials**, including invitation flier, and sign-in sheet.
  - iii. Work with CLIENT to invite stakeholders and public through existing relationship and communication channels, such as City/stakeholder Facebook, community calendars, local media, and the general CLIENT website.
  - iv. TLG to invite all previously engaged stakeholders and public.
  - v. Design and print up to 12 open house **display boards per event** as determined by need from the interview findings to be used at one or multiple events.
  - vi. **Facilitate** and support CLIENT to set up, host and take down open house.
- b. Organize and summarize **open house comments**

Assumptions:

- TLG will work with CLIENT to manage all printing of open house materials at CLIENT's expense.

Deliverables:

- Materials for the open houses
- Up to 10 Open House display boards per event,
- Summary of Open Houses.

7. Elected Official Workshops

- a. TLG will support JUB and the Client in preparing materials and messaging for two Elected Official Workshops to present key project findings and recommendations.

8. Goal Verification and Adoption Process

- TLG will initiate an agency kick off meeting: TLG will plan, coordinate, and facilitate one agency kick off meeting between the CLIENT, JUB, and key agencies (including KMPO, ITD, Highway Districts, etc.) to establish a shared understanding of 1) the project goals, 2) related regional studies and plans, and 3) the anticipated adoption process

9. Summary of Public Involvement Process and Findings

- a. TLG will comprehensively summarize the public involvement process and findings.

Deliverables:

- PI summary.

**Task 3: Existing Conditions**

1. Review Past Studies

- a. Identify and assemble existing plans, reports and records. J-U-B will request existing transportation plan documents, ordinances and comprehensive planning components from pertinent agencies: City of Post Falls, Kootenai County and Idaho Transportation Department, Post Falls Highway District. (Note: 2017 Post Falls TMP is available on-line.)
- b. Review all current roadway cross sections and propose potential changes for consideration by the city
- c. Roadway Classifications (City and Federal)
- d. Truck routes

2. Traffic Data Collection

- a. Assemble and Evaluate Traffic Information. J-U-B will collect existing traffic volumes from the City, ITD, Kootenai County and Post Falls Highway District.
- b. J-U-B will contract with our subconsultant IDAX Data Solutions to conduct PM peak-period turning movement counts at up to 80 intersections, including all existing signalized

intersections and roundabouts. AM and Mid-day turning movement counts will also be collected at all existing signalized intersections and 9 roundabouts to be used for signal timing plans and verification of LOS outside of the PM peak hour. The traffic information gathered will be used to help identify growth areas and create a city-wide PM traffic model in Synchro software.

- c. Collect up to 24 all-day segment traffic counts to assist with model validation, signal warrant analysis, and determination of peak hour percentages.
3. Land Use and Other Data
    - a. J-U-B will reference statistical data provided by the US Census Bureau, Idaho Department of Labor, KMPO, and the City of Post Falls Zoning map to evaluate population demographics, household income, property values, employment characteristics/locations. These data will be coordinated with those in the regional travel demand model.
  4. Crash History and Analysis
    - a. J-U-B will collect and evaluate 5-year (2017-2021) crash information available from ITD and 2022 crash information from the Post Falls Police Department. J-U-B will analyze key high accident locations as well as areas of concern identified by the community relating to intersection/road geometry and sight distance and will provide remediation recommendations as appropriate at up to ten (10) locations. Field visits to each intersection of concern will be conducted by the team accompanied by City staff.
  5. Prepare City-wide Synchro Model
    - a. J-U-B will use Synchro 11 software to develop a city-wide PM peak hour model including all 80 counted intersections. Existing turning movement counts and signal timing plans will be incorporated into the existing conditions Synchro models.
    - b. J-UB will use Synchro 11 software to develop city-wide AM and Mid-day peak hour models for 35 signalized intersections. Existing turning movement counts and signal timing plans will be incorporated into the existing conditions Synchro models.
    - c. Final copies of Synchro Models will be provided to the City in Synchro version 10
  6. Prepare Signal Timing Plans for City Managed Systems
    - a. Prepare AM, Mid-day, and PM timing plans for 23 individual intersections
    - b. Prepare AM, Mid-day, and PM Corridor signal timing plans for up to 2 corridors that include seven (7) signals each
      - (a) Spokane St / Seltice Way Corridor (7 signals).
      - (b) Pleasant View Corridor (5 signals)
  7. Intersection Level of Service Analysis
    - a. Evaluate all intersections for which PM peak hour turning movement counts were collected for Level of Service using Synchro software.
    - b. Evaluate intersections where AM and Mid-day turning movements collected for Level of Service
    - c. Review for LOS D as a minimum and not lower than E for major movements (Signalized Intersections)
    - d. Review for LOS E (Non-Signalized Intersections)
  8. Roadway Level of Service Analysis
    - a. Roadway volume to capacity ratios will be calculated to assess current roadway operating conditions. Data for this effort will be obtained from the turning movement counts and supplemented by the regional travel demand model.

- b. J-U-B will develop roadway level of service criteria for the City roadway segments
- c. Review for LOS D as a minimum and not lower than E for major movements
- d. J-U-B will perform sensitivity analysis to determine if specific areas should have unique level of service criteria

#### 9. Freight Evaluation

- a. J-U-B will identify major freight stakeholders in the community (outreach will be completed as part of Task 2.3).
- b. J-U-B will provide a summary and major freight stakeholder and discussion in the TSP of freight issues within the city and summarize freight routes.
- c. Outreach to BNSF and UPRR rail facilities and provide summary of findings from outreach and show rail crossings.

#### 10. GIS Assessment & Evaluation

- a. Create and develop City of Post Falls Transportation Master Plan Mapbook to analyze and illustrate existing and planned transportation conditions. Maps shall include existing and planned vehicular, pedestrian, bicycle and transit conditions as well as demographic and socioeconomic drivers of multimodal demand. Anticipated figures and maps include:

- Existing Land Use
- Future Land Use
- Existing Traffic Volumes
- Existing Level of Service
- Crash Locations Map
- Truck Route Network
- Existing vehicle, pedestrian, bicycle and transit networks
- Planned vehicle, pedestrian, bicycle and transit networks
- Federal Functional Classification
- Existing and Planned City of Post Falls Road Classifications Traffic Control (signals and roundabouts)
- RRFB's
- Existing and forecast years Number of Lanes (collector and higher classified roadway) for each model year
- Speed Limits and Speed Zones (including school zones)
- Existing and forecast years Roadway Volume to Capacity (V/C) for each model year
- Existing and forecast years Intersection Level of Service (LOS) for each model year
- Future Residential and Employment Growth (TAZ level)
- Projected Peak Hour Trip Growth
- Pedestrian and bicycle crossings
- Journey to Work Mode Splits
- Pedestrian and bicycle collisions
- Existing transit ridership (daily boarding's)
- Residential and Employment Density maps
- Projected Population and Employment Growth (2040)
- Multimodal Origins & Destinations (employment, shopping, education & population centers)

#### Assumptions:

- The City of Post Falls will provide existing GIS files as needed for this project.
- City of Post Falls will provide existing Transportation Plan documents, ordinances and Comprehensive Plan documents as appropriate.



- Up to 80 intersections will be identified for PM peak hour turning movement counts. AM and mid-day turning movement counts will also be collected at 35 existing signalized intersections and 9 roundabouts.
- Field data collection will be provided by a subconsultant, or data may be used from recently completed traffic studies of key intersections.
- No additional field collection of raw data is anticipated to contribute to this effort except the collection of traffic volumes as explained herein.
- Up to 24 segments will be selected for all-day traffic volume data collection.
- No collection or evaluation of ADA facilities
- No Asset Management tasks are desired by the City
- The City of Post Falls will provide the existing Synchro model
- The City of Post Falls will provide existing signal timing plans for 35 signalized intersections
- Complete intersection LOS at up to 80 number of intersections
- Roadway segment LOS will be completed for functionally classified roadways

Deliverables:

- Brief summaries of existing related planning documents.
- Maps and appropriate tables summarizing existing AM/mid-day/Pm traffic counts.
- Maps and appropriate tables summarizing crash data.
- PM LOS for existing conditions at 80 intersections.
- PM LOS for existing conditions for segments.
- Individual AM, Mid-day, and PM signal timing plans for existing conditions at 23 signalized intersections.
- Coordinated AM, Mid-day, and PM signal timing plans for existing conditions at 12 signalized intersections , including two (2) signalized corridors from Task 3.6b  
Applicable maps listed under Task 2.10 above depicting pertinent city demographics and transportation system components.

**Task 4: Multimodal Analysis**

1. Active Transportation Demand:

- a. Using collected data, J-U-B will create a series of heat maps illustrating the density of physical and social factors associated with higher demand for multimodal transportation options. The raster-based density maps shall be combined into a composite Multimodal Orientation map. Anticipated heat maps include:
  - i. Population density
  - ii. Employment density
  - iii. Non-Auto Commuting
  - iv. Low Vehicle Ownership (0-1 car households)
  - v. Low-income populations
  - vi. School-age youth
  - vii. Senior populations
  - viii. Retail & services
  - ix. Dining & entertainment
  - x. Composite Multimodal Orientation Map

2. Destinations and Districts

- a. Using the data gathered and created in Task 3, J-U-B will identify pedestrian/bicycle destinations and districts for prioritizing multimodal planning and projects. These priority areas will be identified in two ways listed below:

- i. Identify and create ¼-mile buffers around existing multimodal destinations. These shall include the following:
    - (a) Schools
    - (b) Parks
    - (c) High ridership transportation stops
    - (d) Employment centers
    - (e) Civic destinations (libraries, trail head, social services)
    - (f) Shopping areas
    - (g) Dining and entertainment districts
    - (h) Future Mixed-use areas (based on zoning and Comprehensive Plan designations)
  - b. Using the prepared heat maps, create districts surrounding areas of high multimodal demand. These districts may be used to refine the ¼-mile buffers around existing multimodal destinations.
3. Network Gap Analysis
- a. The J-U-B team will conduct a GIS-based gap analysis of both the existing and planned pedestrian and bicycle networks. In addition to identifying gaps within the existing and planned networks, the analysis will focus on missing links connecting the multimodal destinations and districts created. Anticipated maps include:
    - i. Existing pedestrian and bicycle network gaps
    - ii. Future pedestrian and bicycle network gaps based on planned projects
    - iii. Existing gaps between multimodal districts
    - iv. Future gaps between multimodal districts
4. Safe Routes to Schools Gap Analysis
- a. The intent of the Safe Routes to Schools analysis will be to identify additional pedestrian and bicycle network gaps based specifically on elementary and middle school walksheds. The J-U-B team will collaborate with Post Falls School District to review its existing Safe Routes to School Program and data resources. The team will request available GIS data and student travel behavior. Anticipated maps will include:
    - i. High School, Elementary and middle school walksheds
    - ii. Individual school walksheds overlaid multimodal demand heat maps
    - iii. Walking and biking mode splits by school
    - iv. Pedestrian and bicycle collisions within school areas
    - v. High traffic and higher speed roads within walksheds
    - vi. Missing pedestrian crossings of higher traffic/speed corridors
    - vii. Principle walking routes
    - viii. Potential locations for future RRFB's

Deliverables:

- CIP for multimodal needs and system gaps
- Task 5 product will be integrated into the GIS system and the final report.

**Task 5: Street Typology Mapping**

1. The intent of the Street Typology task is to better link land use contexts with the transportation environment. Along any given corridor, the land use character may change from auto oriented

commercial uses to walkable shops and restaurants to neighborhood residential. The Street Typology will segment corridors to reflect those transitions and support context sensitive street design treatments. The segmentation will be based on existing and future land uses, traffic counts, street trees and stormwater infrastructure, on-street parking needs, and the location of multimodal destinations and districts. Anticipated maps include:

- a. Street Trees and stormwater infrastructure
- b. On-Street Parking areas
- c. City of Post Falls Street Typology

#### **Task 6: Travel Demand Model**

1. Review Regional Model TAZs and Demographics
  - a. J-U-B analysis and coordination with sub
  - b. Refer to Iteris Scope
2. Review Regional Model Network as prepared by Iteris

#### **Task 7: Future Conditions**

1. Prepare Draft Future Year Traffic Forecasts for Build and No-Build scenarios
2. Prepare Refined Future Year Traffic Forecasts for Build and No-Build scenarios
3. Prepare City-Wide Future Conditions Synchro Model for Build and No-Build scenarios
4. Intersection Level of Service Analysis
  - a. The city desired to have model results for the plan base year, + five, + ten and final plan range (Approximately 2030, 2035, 2050)
  - b. 2030, 2035, and 2050 future year model results will be provided for Build and No-Build scenarios
  - c. 2035 and 2050 future year Build scenarios will each include a scenario with the Huetter Bypass (Build) and without the Huetter Bypass (Build – No Huetter).
5. Roadway Level of Service Analysis
  - a. Roadway volume to capacity ratios will be calculated to assess current roadway operating conditions. Data for this effort will be obtained from the turning movement counts and supplemented by the regional travel demand model.
  - b. J-U-B will use methods developed in Section 3.8 and review roadway segments for LOS D as a minimum and not lower than E for major movements
6. Review proposed two-way-left-turn lanes
  - a. Provide an analysis tool to evaluate proposed locations for two-way left-turn lanes
7. Provide a discussion on emerging technology
  - a. A section will be provided in the Final Report discussing emerging traffic control technology and recommendations for consideration of inclusion into the Post Falls system

#### **Assumptions:**

- Complete intersection LOS at 80 intersections for Build and No-Build conditions
- Roadway segment LOS will be completed for functionally classified roadways
- Include ITD planned I-90 improvements within the City of Post Falls (Access revisions options “B” & “C” from the 2022 Open House).
- ITD improvements to be included in the future conditions will be approved by the City of Post Falls prior to the start of any analysis

#### **Deliverables:**

- PM LOS for 2030, 2035, and 2050 Build and No Build conditions at 80 intersections.
- PM LOS for 2035 and 2050 Build - No Huetter conditions at 80 intersections.
- PM LOS for 2030, 2035, and 2050 Build and No Build conditions for segments.
- PM LOS for 2035 and 2050 Build - No Huetter conditions for segments

### **Task 8: Alternatives Analysis**

1. Identify Safety and Capacity Issues
2. Develop Mitigation Scenarios
3. Prepare Project Recommendations and descriptions.
4. Focus Projects: Prepare concept level visualizations:
  - a. Focus Project A – Seltice Mullan Corridor
  - b. Focus Project B – 3rd and 4th St Corridor
  - c. Focus Project C – to be determined
  - d. Focus Project D – to be determined
  - e. Identify other Potential Focus Projects
  - f. Identify additional potential public involvement needs for Focus Projects

#### Assumptions:

- The task goals will be verified with city staff prior to the preparation of the TMP
- A Management Reserve Fund will be set up for additional effort for the Focus Project tasks not scoped and associated public involvement and community outreach needs once further defined during the project.
- Estimates will be prepared as part of the CIP task.

#### Deliverables:

- This will be determined in coordination with city staff upon determination of focus project evaluation needs

### **Task 9: Capital Improvement Program**

1. Prepare Prioritized Project List: J-U-B will create a prioritized list of capital improvement projects placed in short, Medium and Long-Range categories with potential funding sources. These recommendations will be prepared and prioritized based on information used in the alternative's analysis and in consultation with City staff, the TAG, and the input received during the public involvement process.
  - a. Identify potential funding sources
  - b. Show what traffic systems fail if the CIP is not implemented
2. Prepare Detailed Cost Estimates. Cost estimates will be updated for prior 2022 CIP projects that remain in the plan and new projects identified through the capacity and safety analysis.
3. Update Transportation Impact Fee and Developer Costs. Information about projects and project costs, growth in the city and anticipated new trips will be used to update the City Transportation Impact Fee.
  - a. An initial CIP cost distribution meeting will be attended with city staff including legal staff. Guidance from staff will be used when preparing the CIP and cost distribution tables.
  - b. In coordination with city staff and city legal department, show developer cost portions in percent of project cost or other alternative to help staff quickly determine potential costs in an initial pre-development meeting scenario.

#### Assumptions:

- Assume 90 Estimates
- The CIP work completed under a separate contract will be used for a basis for the update.
- New CIP projects identified in Task 8 will be added.

Deliverables:

- A draft and a final CIP will be provided to the city for review prior to the final Plan publication.

**Task 10: Implementation Plan**

1. Prepare Funding Strategy
2. Implementation Plan Web Mapping Application
  - a. J-U-B will create an Implementation Plan web map and web mapping application. It is anticipated that there will be two versions of the web map. An external public-facing map will be designed to be continuously updated as projects are funded, designed, and built. Projects shall include expected timelines, projected costs, potential funding sources, multimodal components, corridor extents, and concept plans if available. This will allow the public to be updated and track progress as the Plan is implemented. The public map will be a streamlined version of an internal staff web map. The internal map will allow for interdepartmental coordination and updates of project details and costs.
  - b. List and outline potential funding sources

Assumptions:

- The City of Post Falls will provide existing GIS files as needed for this project.
- J-U-B will host the web map and web mapping application using its ArcGIS Online account. The web map and web mapping application will be migrated to the City of Post Falls upon completion of the project.

Deliverables:

- Implementation Plan web map.
- Implementation Plan web mapping application (public and internal).

**Task 11: Transportation Master Plan**

1. Prepare Transportation Plan
  - a. Write new report and updated sections
  - b. Add references to City's Street and Utilities master plans with possible adjustment of project timing (short / med / long) based on coordination with other City Projects.
  - c. Provide recommendations for changes to the City Access Management Standards and city code if required.
2. Graphics and Tables
  - a. Create New and Updated Graphics and Tables
    - i. Planning Level Concepts for near term CIP projects
    - ii. Federal Functional Classification Map
    - iii. City Road Classification Map
      - (a) This will be different from the FFCM and include elements of the FFCM titles and city specific clarifications or roads that may include items such as "Neighborhood Street"
    - iv. Multimodal Heat Maps
    - v. Safe Routes to Schools
    - vi. GIS data updated from Task 3.10 (build and no-build at 5year, 10 year and buildout)
3. Publish Draft to City for Review
  - a. Insert graphics and create document links
  - b. Deliver to city
4. Finalize Transportation Master Plan
  - a. Incorporate comments from city

5. Publish and Distribute Final Document

Assumptions:

- The final plan will have a digital report document and a GIS data deliverable for city use.

Deliverables:

- Draft Transportation Master Plan
- Final Transportation Master Plan

**Task 100: Management Reserve Fund**

6. 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.
7. J-U-B will not exceed the pre-authorized amount per supplemental scope task without CLIENT approval.
8. Potential additional tasks include Focus Projects (excluding the scoped items), additional detailed project estimates, and additional public involvement to meet the CLIENT needs as the project develops.

**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. Providing available exiting published and adopted documents to be updated.
  2. Provide any existing models in the city possession.
  3. Provide access to exiting GIS data or files to be used in the Plan.
- 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, are to be identified as needed.

**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. Client shall pay J-U-B for J-U-B's Subconsultants' charges times a multiplier of 1.1.
    - a. 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.
  3. **Period of Services**
    - a. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations preventing forward progress (such as I-90 future plan delays or stoppages beyond the project timeline), 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.
  4. 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.
  5. 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
1-12	transportation Master Plan	Lump Sum	\$669,700	18 months from NTP
13	Management Reserve Fund	Time and Materials	\$48,900	Concurrent with Tasks 1-12 and 6 month time extension if needed.
<b>Total:</b>			<b>\$718,600</b>	

**Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

**Exhibit(s):**

- Exhibit 1-A: [V5 proposal from subconsultant Iteris dated 3/1/2023, etc.]
- Exhibit 1-B: [proposal from subconsultant idax Data Solutions dated 2/22/2023, etc.]

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

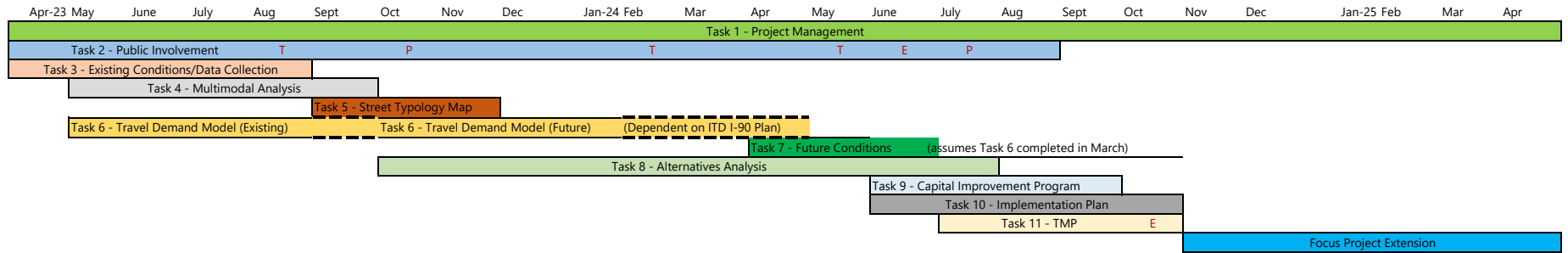
R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)

**City of Post Falls  
2025 Transportation Master Plan  
Proposed Schedule**



Potential Timing of Meetings	
T	Technical Advisory Committee Meeting
P	Public Open House
E	Elected Leaders Presentation (Workshop/Adoption)



## City of Post Falls Transportation Master Plan Update 3/1/2023

### SCOPE

The proposed scope of work was developed to complete the following overarching tasks:

- Developing and completing a model update consistent with the regional KMPO model
- Provide future year model “no-build” scenario outputs for use by JUB to develop a prioritized list of projects for short-term, mid-term, long-term scenarios.
- Provide additional model sensitivity testing to be used during the development of the prioritized project list of projects.
- Developing future year “with project” (build) scenarios for short-term, mid-term, and long-term scenarios based on final prioritized project lists.
  - Future Year mid-term and long-term build scenarios will include with and without Huetter Bypass alternatives and the preferred option of the ITD I-90 Post Falls Access Study
- Complete a full set of scenario performance metrics for use by JUB in the development of the Transportation Master Plan.

### Task 1. Model Development Methodology

Model components that will be reviewed are:

- Roadway network and centroid connection assumptions
  - *to determine if additional roadways need to be incorporated into the model*
- Transportation analysis zone structure
  - *to determine if KMPO zone structure is adequate within the City of Post Falls, and to develop aggregated zones outside of the City as appropriate*
- Trip generation for special generators near Post Falls
  - *knowing these are not in the KMPO model, it will be important to identify all special generators, and determine which should be added into the Post Falls city-wide model*
- Capacity of roadway facilities
  - *to understand if the KMPO roadway capacity assumptions need to be modified for Post Falls*
- Other inputs as necessary
  - *Model Years*
  - *Regional Consistency with Origin-Destination pairs outside of the City of Post Falls*

Iteris will develop a methodology for ensuring that the Post Falls city-wide model remains consistent with the KMPO model. Additionally, the model development scope will ensure that the model is able to produce information needed by the City for transportation analysis and planning purposes.

The outcome of this task will be a technical memorandum discussing the assumptions and methodology for development of the Post Falls city-wide model. It is anticipated that this technical memorandum will be used by the City to obtain methodology approval from KMPO prior to expending the full effort towards developing the Post Falls city-wide model.

### Deliverable:

- *Technical memorandum discussing the methodology required to develop a city-wide windowed model based on the KMPO Model, including prototype planning tools related to current data collection efforts (such as the currently on-going traffic count collection)*

## Task 2. Model Development

Upon completion of Task 1, this task will include the bulk of the model development.

### Task 2.1: Years of Analysis

As a part of this Phase, Iteris will coordinate with the City of Post Falls and KMPO to verify the correct base years with KMPO, with the thought that a 2020 KMPO model may serve as the best baseline scenario for use.

### Task 2.2: Regional Consistency

The intention of the Post Falls city-wide model is to maintain a detailed zone structure within the City, while aggregating zones outside of the City as much as logically possible. The components that will require regional consistency are:

- Networks
- Land Uses
- Regional Origin-Destination Matrix Estimation (ODME) assumptions
  - *As a note, the ODME values for City of Post Falls zones will remain 1.0, therefore the model will remain a trip-based model within Post Falls.*

### Task 2.3: Land Use and Transportation Analysis Zones

The development of the refined zone structure will consist of aggregating KMPO model zones as necessary to reduce file size of Post Falls model. Zones will only be aggregated outside of the City, and will be aggregated based on their trip impact within the City of Post Falls

### Task 2.4: Networks

Consistent with refined zone structure developed in **Task 2.3**, the roadway network and associated centroid connections will be fully developed within the City of Post Falls.

Networks for future year mid-term and long-term build scenarios will include versions for with and without the Future Huetter Bypass facility, for sensitivity testing.

#### Deliverables:

- Model inputs for three model years (existing, short-term, mid-term, and long-term) consistent with the City of Post Falls Transportation Master Plan and the regional KMPO model inputs.
- A technical memorandum discussing the detailed model inputs, to be incorporated into the final model methodologies and validation documentation.

## Task 3. Model Calibration and Validation

The final step in updating the model is to calibrate and validate the base year model. Model calibration will require that model parameters and variables for all four steps of the model (trip generation, trip distribution, mode choice, and assignment) are calibrated to available existing survey data. Model validation will include updated traffic count volumes collected in the previous 3 years.

While the model calibration task will include reporting calibration for all four steps of the model (trip generation, trip distribution, mode choice, and assignment).

Validation activities will be completed in accordance with State, MPO, and FHWA validation guidelines and requirements. Nationally promulgated standards, primarily the FHWA Travel Model Improvement Program (TMIP) *Model Validation and Reasonableness Checking Manual*, will be used to verify model performance on validation criteria.

The model will be validated for overall count/volume statistics to meet the following validation criteria.

- **Count/Volume by Facility Type**
  - Freeways +/- 7%
  - Major Arterials +/- 10%
  - Minor Arterials +/- 15%
- **Coefficient of Determination ( $R^2$ )** - a measure of comparison for the fit between observed traffic counts and estimated model volumes, recommended to be greater than 0.88
- **Root Mean Square Error (RMSE)** – a quadratic scoring rule that measures the average magnitude of the error between observed traffic counts and estimated model volumes. The recommended %RMSE is for a model to be less than 30% to pass FHWA recommended guidance.

The current KMPO model is adequately validated within national standards, and the goal of validation for the subarea model development will be to remain consistent with that accuracy. Validation will include comparison of model volumes to existing counts along screenlines, count/volume comparisons at other key locations on the network as well as standard statistics such as root mean square error (RMSE) and  $R^2$ .

#### Deliverables:

- A technical memorandum detailing model calibration, and associated model validation, to be incorporated into the final model methodologies and validation documentation.

#### Task 4. Performance Metrics for Transportation Master Plan

The outputs from the model are maintained within VISUM and will be updated to produce standardized outputs for use in evaluating intersections and roadway segments. The model outputs will be stored directly within attribute files (comma delimited excel readable files). Model outputs will be used to develop performance metrics for use in analyzing various model scenarios. Performance metrics are anticipated to include the following:

- Total Vehicle Miles Traveled (VMT), Vehicle Hours Traveled (VHT), and Vehicle Hours of Delay (VHD) within the City of Post Falls
- Average home-based VMT per capita for City of Post Falls residents
- Average work-based VMT per employee for City of Post Falls employees
- Transit ridership (boardings) for City of Post Falls and KMPO

These performance metrics will be developed as automated model outputs and will be developed for each project scenario.

#### Task 5. Future Year No-Build Model Scenarios

The validated travel demand model (from Task 3) will serve as an enhanced tool to test future transportation alternatives to inform the City's policy and plan decisions. The validated demand model will be the starting point for comparison of baseline and future conditions. Using the model, future traffic conditions for the "No Build" conditions within the City of Post Falls will be developed. This means that the region will contain future anticipated projects, but the City of Post Falls will remain consistent with the validated base model year.

Future year conditions will be developed for short-term, mid-term, and long-term scenarios.

Iteris will develop future year no-build scenarios and provide model outputs in the form of AM and PM peak hour plots to JUB for project prioritization. Plots will include link LOS and intersection LOS in volume to capacity (V/C). The V/C plots will identify future year roadway segments and intersections which deteriorate to unacceptable performance. Transit ridership (boardings) for the City of Post Falls will also be developed as a part of this task.

#### Deliverables:

- Plots of AM and PM peak hour V/C ratios for the City of Post Falls for three future No-Build scenarios.
- Transit ridership (boardings) for the City of Post Falls for three future No-Build scenarios.

#### Task 6. Future Year Build Scenario Development

The No-Build travel demand model scenarios (from Task 4) will serve as the baseline conditions for the future year

Build scenarios. As a part of this task, Iteris will obtain future year project lists from JUB for sensitivity testing prior to completing the final short-term, mid-term, and long-term scenarios for the final Transportation Master Plan. It is assumed that this task will include up to three (3) sensitivity test scenarios and one (1) final project set for each of the future years,

Future year conditions will be developed for short-term, mid-term, and long-term scenarios. Mid and long-term scenarios will be developed with consideration of ITD’s planned development for the widening of I-90 and revisions of access within the City of Post Falls (preferred option determination anticipated July 2023)As a note, there will be two build alternatives for the mid-term and long-term future year build scenarios, one with the Future Huetter Bypass and one without the Future Huetter Bypass. The following table summarizes the total number of build scenarios for each future year.

	Short-Term	Mid-term	Long-Term
Sensitivity	3	3	3
Final	1	1	1
Without Huetter	0	1	1
Total	4	5	5

Iteris will develop final future year Build scenarios and provide model outputs in the form of AM and PM peak hour plots to JUB for project prioritization. Plots will include link LOS and intersection LOS in volume to capacity (V/C). The V/C plots will identify future year roadway segments and intersections which deteriorate to unacceptable performance. Transit ridership (boardings) for the City of Post Falls will also be developed as a part of this task.

**Deliverables:**

- Plots of AM and PM peak hour V/C ratios for the City of Post Falls for up to three (3) future Build sensitivity scenarios, and one (1) final scenario for each future year. (A total of 14 future year alternatives).
- Transit ridership (boardings) for the City of Post Falls for up to three (3) future Build sensitivity scenarios, and one (1) final scenario for each future year. (A total of 14 future year alternatives).

**Task 7. Documentation**

All work efforts from this scope of work will be thoroughly documented in a Model Methodologies and Validation Report, which will serve as a document for which City of Post Falls staff can refer to in order to understand the components and accuracy of using the model as a tool on planning projects. The final chapter in the Model Methodologies and Validation Report will serve as a User’s Guide, instructing users in how to install and use the tool.

It is important to note that a travel demand model is only as useful as the documentation summarizing the methodology development and user’s guide. The text and language used within the report should be understandable to both novice and experienced modelers alike.

**Deliverables:**

- A draft and final Model Methodologies and Validation Report.

## SCHEDULE

The proposed scope is dependent on other activities related to the Transportation Master Plan. The proposed tasks in this scope of work require the following time limits:

- **Task 1:** The MOU is anticipated to take 2 weeks. This time frame is dependent on receiving model files from KMPO, and meeting with the City of Post Falls to discuss the model development task and desired outputs. This task can begin at the start of the project and is not dependent on other tasks.
- **Task 2:** The model development (prior to validation) is anticipated to take 4 weeks. This task can begin after Task 1 and is not dependent on other project activities.
- **Task 3:** The model calibration and validation activities are anticipated to take up to 3 weeks and is dependent on obtaining count information. This task cannot begin until counts are collected and provided for the project.
- **Task 4:** The performance metrics and the associated automated model outputs and analysis files can be developed within 2 weeks. These metrics can be developed at the beginning of the project and are only dependent on the MOU developed in Task 1.
- **Task 5:** The No-Build scenarios are anticipated to be developed within 3 weeks. This task is dependent on the validated model scenario and can be completed as soon as Task 3 is completed.
- **Task 6:** The future year scenario development is dependent on the project lists as developed by JUB. It is anticipated that after a project list is developed, a model scenario with performance metrics can be developed within 2 to 4 weeks.
- **Task 7:** The model documentation will be completed during the model validation step and will be finalized after the future year model development tasks for the final TMP.

# ESTIMATE



## Post Falls, ID Traffic Counts

**J-U-B Engineering**  
Attn: Riannon Zender

1305 N 30TH ST  
Renton, WA 98056

Wednesday, February 22, 2023

Collection Type	Quantity	Unit	Rate	Total
Standard TMC: (35) AM/MD/PM Peak Hr	210	HR	65.00	13,650.00
Standard TMC: (36) PM Peak Hr	72	HR	70.00	5,040.00
Roundabout TMC: (9) AM/MD/PM Peak Hr	54	HR	115.00	6,210.00
Tube: 24-Hr Speed/Class/Volume	24	EA	250.00	6,000.00
Travel Costs (Mileage, Travel Time, Per Diem)	1	Flat	2,000.00	2,000.00

<b>Total Amount Due:</b>	<b>\$32,900.00</b>
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(Included in J-U-B Fee to City)

**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: April 18, 2023**

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**DATE:** April 18, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ross Junkin, Maintenance Manager  
**SUBJECT:** Contract with Jett Concrete Inc. to replace the Fleet shop concrete floor

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**ITEM AND RECOMMENDED ACTION:** Staff requests City Council approve and authorize the Mayor to sign the contract agreement with Jett Concrete Inc. for services to remove and replace the existing concrete floor at the high bay Fleet shop.

This contract will authorize Jett Concrete Inc. to remove the existing cracked/inadequate floor of the high bay shop at Fleet and replace per the design specified.

**DISCUSSION** In February of 2023 staff solicited quotes from five different contractors for work that consists of demoing the existing fleet shop floor, adding curtain drains, and installing a structurally reinforced concrete floor according to the design provided. A timeframe was provided to the contractors as the work must occur during specific weeks in May (starting 5/22/23). We received two quotes for this work: S&L Underground Inc. (\$192,500.00) and Jett concrete Inc. (\$79,310.00).

In May of 2022, Council approved the replacement purchases of vehicle lift for the fleet shop as the existing units failed inspections. We have received all vehicle lifts and are eager to install them. At that time, we were also actively seeking quotes for the replacement of the existing concrete floor as it is not adequate to place the new lifts on safely. With winter coming on fast, the decision was made to postpone the floor replacement project until the spring of 2023. Without replacing the concrete floor, our mechanics will not be able to lift heavy trucks in order to perform the necessary maintenance on them.

Staff requests that Council approve the City to enter into a contract with Jett Concrete Inc. in order to replace the existing floor of the high bay Fleet shop.

The costs for this contract: \$79,310.00

Staff recommends including a 10% contingency to this amount (amounts to \$7,931)

The TOTAL AMOUNT requested by staff to complete this project amounts to \$87,241.00

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:** 5/3/2022

**APPROVED OR DIRECTION GIVEN:** Not Applicable

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** Funding for this work will come from the City's approved FY23 budget

**BUDGET CODE:** 001-434.0000.68010

**SUPPORTING DOCUMENTS:** Contract, Scope of Work, Design, Solicitations

GENERAL NOTES

CODES & STANDARDS

- 1. INTERNATIONAL BUILDING CODE: 2018 IBC
2. AMERICAN SOCIETY OF CIVIL ENGINEERS: ASCE 7-16
3. AMERICAN CONCRETE INSTITUTE: ACI 318-14
4. ASTM STANDARDS FOR THE MATERIALS SPECIFIED.

DESIGN & STRUCTURAL CRITERIA

- 1. PROJECT LOCATION: POST FALLS, IDAHO
2. OCCUPANCY CATEGORY: CATEGORY II
3. SOIL DESIGN CRITERIA (ASSUMED)
3.1. FROST DEPTH: 24 INCHES (BTM OF FTG TO FINISHED GRADE)
3.2. ALLOWABLE BEARING PRESSURE: 1500 PSF

MISCELLANEOUS

- 1. THE CONTRACTOR AND SUB-TRADEES SHALL FURNISH ALL REQUIRED MATERIAL, LABOR, EQUIPMENT AND PERFORM ALL WORK AS NECESSARY, AS INDICATED ON THE PROJECT DOCUMENTS, OR AS REASONABLY INFERRED TO EXECUTE THE SCOPE OF WORK FOR A PROPERLY FINISHED, COMPLETE JOB.
2. THE QUALITY OF WORKMANSHIP SHOULD BE SET AND SUPERVISED BY THE CONTRACTOR TO PASS BUILDING DEPT. OR ENGINEER INSPECTION FOR ROUGH CONSTRUCTION.
3. THE PURPOSE OF PROJECT DRAWINGS IS TO DEPICT THE OVERALL SCOPE OF THE PROJECT.
4. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK THAT CONFORMS TO THE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY.
5. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE.
6. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDUM.
7. OPTIONS ARE FOR CONTRACTOR'S CONVENIENCE. THEY SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY IF THEY CHOOSE AN OPTION AND THEY SHALL COORDINATE ALL DETAILS.
8. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS.
9. TYPICAL DETAILS ARE NOT CUT ON DRAWINGS, BUT APPLY UNLESS NOTED OTHERWISE.
10. IN THE CASE OF DISCREPANCIES BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS, THE ARCHITECT/ENGINEER SHALL DETERMINE WHICH SHALL GOVERN.
11. ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE STRUCTURAL ENGINEER BEFORE PROCEEDING WITH RELATED WORK.
12. VISITS TO THE JOBSITE BY THE ENGINEER TO OBSERVE CONSTRUCTION DO NOT IN ANY WAY MEAN THAT THEY ARE THE GUARANTORS OF THE CONTRACTORS WORK, NOR SUPERVISION, NOR SAFETY, AT THE JOBSITE.
13. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF A CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE IN WHICH THE PROJECT IS LOCATED.

FOUNDATION AND SOIL PREPARATION

SITE GRADING AND EXCAVATIONS

- 1. A GEOTECHNICAL ENGINEERING EVALUATION REPORT HAS NOT BEEN CONDUCTED FOR THIS PROJECT. THE CONTRACTOR IS THEREFORE RESPONSIBLE THAT ALL BUILDING CODE REQUIREMENTS ARE MET AND IN COMPLIANCE WITH THE LOCAL JURISDICTION.
2. CONFORM TO IBC CHAPTER 18 "SOILS AND FOUNDATIONS".
3. ALL FILL AND BACKFILL SHALL BE NON-EXPANSIVE, FREE OF ORGANICS AND DEBRIS AND SHALL BE APPROVED BY A GEOTECHNICAL ENGINEER.
3.1. BELOW SLAB-ON-GRADE CONSTRUCTION..... 92%
3.2. UTILITY TRENCH BACKFILL, TO WITHIN 2 FEET OF SURFACE..... 92%
4. IMPORTED STRUCTURAL FILL SHALL BE NON-EXPANSIVE, FREE OF ORGANICS AND DEBRIS, AND SELECTED PER THE FOLLOWING GRADATION REQUIREMENTS:

Table with 2 columns: SCREEN OR SIEVE SIZE and PERCENT PASSING BY WEIGHT. Rows include 3-INCH, 1 1/2-INCH, 3/4-INCH, NO. 4, and NO. 200.

FLOOR SLABS

- 5. FOR NORMALLY LOADED, SLAB-ON-GRADE CONSTRUCTION, A MINIMUM 6-INCH CUSHION COURSE CONSISTING OF FREE-DRAINING, CRUSHED GRAVEL SHOULD BE PLACED BENEATH THE SLABS AND COMPACTED TO A MINIMUM OF 92 PERCENT DENSITY PER ASTM D-1557 (OR EQUIVALENT PER ASTM D4253-D4254). THIS MATERIAL SHOULD CONSIST OF MINUS 3/4-INCH AGGREGATE WITH BETWEEN 40 AND 70 PERCENT PASSING THE NO. 4 SIEVE AND NO MORE THAN 10 PERCENT PASSING THE NO. 200 SIEVE. PRIOR TO PLACING THE CUSHION COURSE, THE UPPER SIX INCHES OF SUBGRADE SHALL BE COMPACTED TO 92 PERCENT OF MAXIMUM DENSITY PER ASTM D-1557.

CONCRETE

- 1. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301, "STANDARD SPECIFICATIONS FOR STRUCTURAL CONCRETE" AND ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE."
2. ADDITION OF WATER TO THE BATCH FOR MATERIAL WITH INSUFFICIENT SLUMP WILL NOT BE PERMITTED, UNLESS THE SUPPLIER HAS SPECIFICALLY WITHHELD WATER FROM THE BATCH AT THE PLANT.
3. CONCRETE CONTAINING SUPERPLASTICIZING ADMIXTURE SHALL HAVE A SLUMP OF 4" +/- 1", TO BE FIELD VERIFIED, PRIOR TO ADDING ADMIXTURE, AND NOT EXCEEDING 8" AT PLACEMENT.
4. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED, EXCEPT THAT SLABS ON GRADE NEED BE VIBRATED ONLY AROUND UNDER-FLOOR DUCTS, SLAB EDGES, REINFORCING, KEYS, ETC.

- 5. IF CONCRETE IS PLACED BY THE PUMP METHOD, SUPPORTS SHALL BE PRODUCED FOR THE HOSE. THE HOSE SHALL NOT BE ALLOWED TO CONTACT THE REBAR OR TENDONS.
6. CONCRETE PROPERTIES:

Table for concrete properties with columns: USE, STRENGTH, MAX W/C, AIR, MAX AGGREGATE, ADMIXTURE. Rows include slab (4,500 PSI, .45 W/C, 0% AIR, 1 1/2" SUPERPLASTICIZING) and various exposure conditions.

- 9. ALL REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF ASTM A615 GRADE 60 KSI (WITH THE EXCEPTION OF #3 AND #4 BAR WHICH MAY BE 40KSI).
10. ALL REINFORCING SHALL CONFORM TO THE CRSI SPECIFICATIONS & HANDBOOK, ACI 315, AND ACI 318.
11. ALL HOOKS ON ALL BARS SHALL BE STANDARD 90 DEGREE HOOKS UNLESS SHOWN OTHERWISE.
12. REINFORCING LAP SPLICES IN CONCRETE SHALL BE CLASS B TENSION LAP SPLICES UNLESS NOTED OTHERWISE.
13. ALL FIELD BENDING OF REINFORCING SHALL BE STANDARD 90 DEGREE HOOKS AS DEFINED IN CURRENT ACI 318 UNLESS NOTED OR DETAILED OTHERWISE.
14. WHEN TOTAL NUMBER OF REINFORCING BARS IS SHOWN ON DESIGN DRAWINGS AND SPACING IS NOT SPECIFIED, BARS SHALL BE EQUALLY SPACED.

STATEMENT OF SPECIAL INSPECTIONS

- 1. SPECIAL INSPECTION AND TESTING SHALL BE PROVIDED BY THE OWNER IN ACCORDANCE WITH CHAPTER 17 OF THE IBC.
2. ALL INSPECTIONS SHALL BE PERFORMED BY EXPERIENCED PERSONNEL MEETING THE REQUIREMENTS OF THE IBC AND AC291 "ACCREDITATION CRITERIA FOR SPECIAL INSPECTION AGENCIES" AND SHALL BE APPROVED BY THE BUILDING OFFICIAL.
3. SPECIAL INSPECTIONS ARE NOT REQUIRED FOR WORK OF A MINOR NATURE (AS APPROVED BY THE BUILDING OFFICIAL) OR FOR GROUP U OCCUPANCIES.
4. EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND OR SEISMIC FORCE RESISTING SYSTEM SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK AS OUTLINED IN 1704.4 OF THE IBC.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE SPECIAL INSPECTOR OR SPECIAL INSPECTION AGENCY AT LEAST TWO WORKING DAYS PRIOR TO PERFORMING ANY WORK THAT REQUIRES SPECIAL INSPECTION.
6. WHEN REQUIRED BY THE PROVISIONS OF SECTION 1704.6.1 OR 1704.6.2, THE OWNER SHALL EMPLOY A REGISTERED DESIGN PROFESSIONAL TO PERFORM STRUCTURAL OBSERVATIONS (THIS DOES NOT INCLUDE OR WAIVE THE RESPONSIBILITY FOR INSPECTIONS).
7. PER 2018 IBC 1705.3 EXCEPTION: SPECIAL INSPECTIONS AND TESTS SHALL NOT BE REQUIRED FOR ISOLATED SPREAD CONCRETE FOOTINGS AND CONTINUOUS CONCRETE FOOTINGS WHEN SUPPORTING LIGHT FRAME CONSTRUCTION.

CONCRETE SPECIAL INSPECTIONS AND TESTS ARE NOT REQUIRED FOR:

- 1) ISOLATED SPREAD CONCRETE FOOTINGS OF BUILDINGS THREE STORIES OR LESS ABOVE GRADE SUPPORTED ON ROCK OR EARTH.
2) CONTINUOUS CONCRETE FOOTINGS SUPPORTING WALLS OF BUILDINGS THREE STORIES OR LESS ABOVE GRADE SUPPORTED ON ROCK OR EARTH WHERE:
2.1. THE FOOTINGS SUPPORT LIGHT FRAMED CONSTRUCTION
2.2. THE FOOTINGS ARE DESIGNED IN ACCORDANCE WITH TABLE 1809.7.
2.3. THE STRUCTURAL DESIGN OF THE FOOTING IS BASED ON AN F'c NOT MORE THAN 2,500 PSI, REGARDLESS OF THE STRENGTH SPECIFIED.
3) NONSTRUCTURAL CONCRETE SLABS DIRECTLY SUPPORTED ON GROUND.

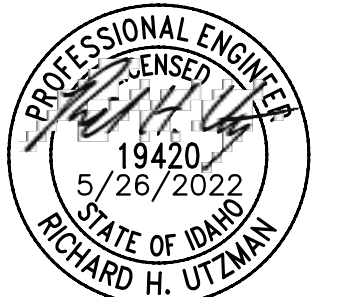
Table 1705.3: REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION. Columns: APPLIES, TYPE, CONTINUOUS SPECIAL INSPECTION, PERIODIC SPECIAL INSPECTION, REFERENCED STANDARD, IBC REFERENCE. Rows include inspection reinforcement, bar welding, anchors, design mix, curing, prestressing, erection, and strength verification.

FOR SI: 1 INCH = 25.4 MM

- (a) WHERE APPLICABLE, SEE ALSO SECTION 1705.12, SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE.
(b) SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN APPROVED SOURCE IN ACCORDANCE WITH 17.8.2 IN ACI 318, OR OTHER QUALIFICATION PROCEDURES, WHERE SPECIFIC REQUIREMENTS ARE NOT PROVIDED, SPECIAL INSPECTION REQUIREMENTS SHALL BE SPECIFIED BY THE REGISTERED DESIGN PROFESSIONAL AND SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO THE COMMENCEMENT OF THE WORK.

LEGEND AND ABBREVIATIONS

Legend and Abbreviations table with 4 columns: Abbreviation, Full Name, Abbreviation, Full Name. Includes ACI, ADD'L, AIS, ALT, APPROX, AB, ARCH, ASTM, BTWN, BLDG, BLK'G, BM, BOT, BOC, BOS, BRG, BTB, C, CANT, CIP, CJ, CL, CLR, CMU, COL, CONC, CONN, CONST, CONT, CONTR, DEMO, DET, DIA OR Ø, DIM, DJ, DBL, DWG, EA, EF, EJ, EL OR ELEV, EMBED, ENG, EQ, EW, EXIST OR (E), EXP, EXT, FDN, FLR, FIN, FTG, FV, GA, GALV, GEN, GWB, HSA, HORIZ, HSS, IBC, INT, etc.



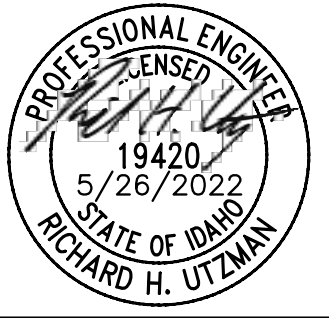
Revision table with columns: REV, DATE. Multiple empty rows for revision tracking.



DRAWN BY: RHU
DESIGNED BY: RHU
QUALITY CHECK: RHU
DATE: 5/26/2022
JOB NO: L22-040
FIELD BOOK

FLEET SHOP FLOOR
POST FALLS, IDAHO
GENERAL STRUCTURAL NOTES
L22-040\_S1.0\_GSN.DWG





GENERAL NOTES

Blank area for general notes.

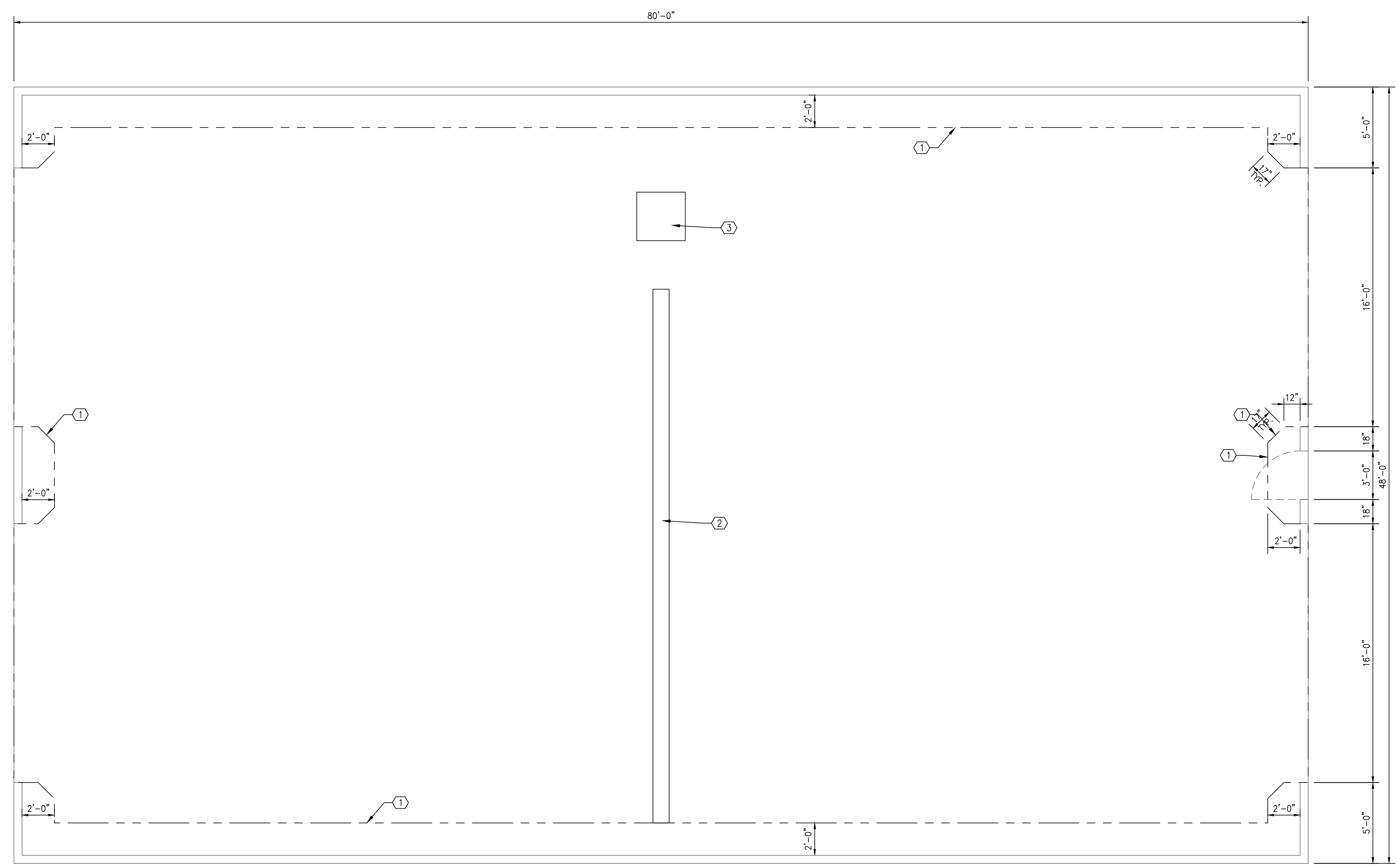
REV	DATE	REVISION



DRAWN BY: RHU  
DESIGNED BY: RHU  
QUALITY CHECK: L22-040  
DATE: 5/26/2022  
JOB NO. L22-040  
FIELDBOOK

KEY NOTES

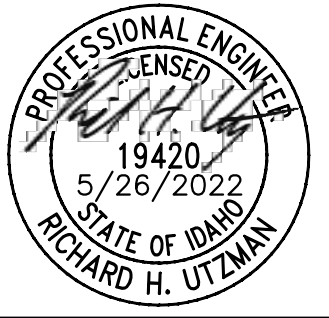
- ① SAW CUT EXISTING SLAB.
- ② EXISTING FLOOR DRAIN TO BE RELOCATED.
- ③ EXISTING CATCH BASIN TO BE RELOCATED.



EXISTING FLOOR PLAN

SCALE: 1/8" = 1'-0"

FLEET SHOP FLOOR  
POST FALLS, IDAHO  
EXISTING FLOOR PLAN



**GENERAL NOTES**

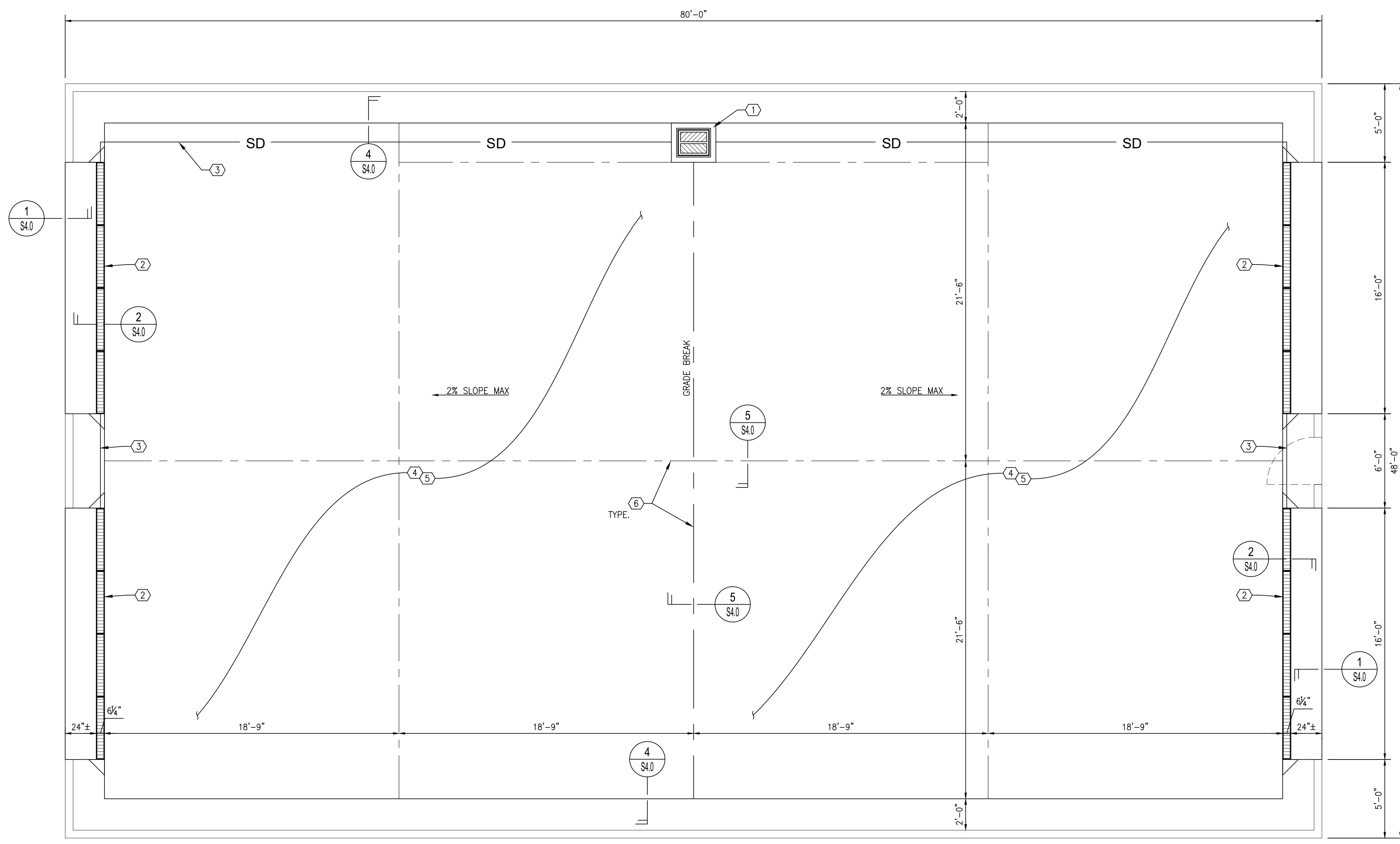
1. REFER TO SHEET S1.0 FOR GSN AND SHEET S4.0 TYPICAL DETAILS.
2. ALL EXISTING DIMENSIONS SHALL BE FIELD VERIFIED.
3. FLOOR SLAB - 7" MIN. THICKNESS U.N.O.
4. PROVIDE SLAB CONTROL JOINTS (S.J.) OR CONSTRUCTION JOINT (C.J.) AS NEEDED PER SHEET S4.0 DETAIL 5.

REV	DATE	REVISION



DRAWN BY: RHU  
 DESIGNED BY: RHU  
 QUALITY CHECK: RHU  
 DATE: 5/26/2022  
 JOB NO. L22-040  
 FIELDBOOK

**FLEET SHOP FLOOR  
 POST FALLS, IDAHO  
 NEW FLOOR PLAN**

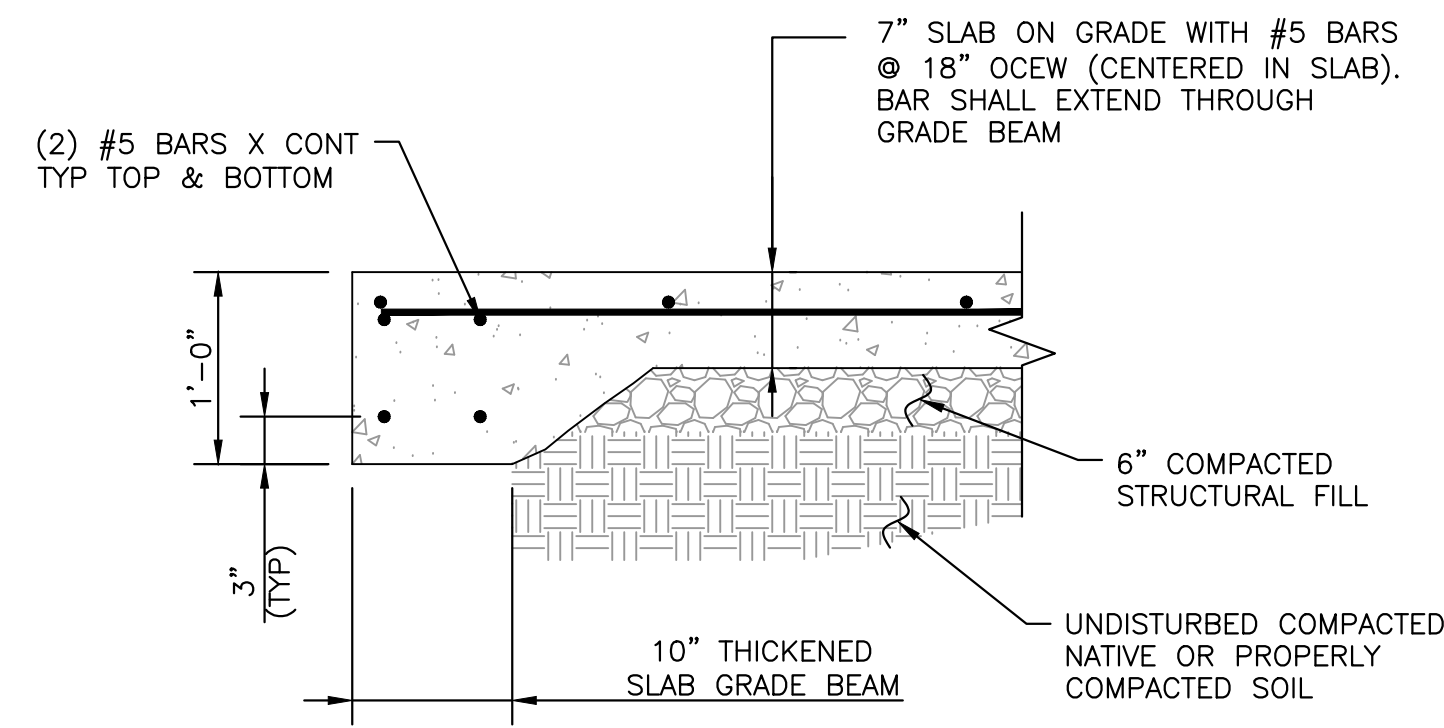


**KEY NOTES**

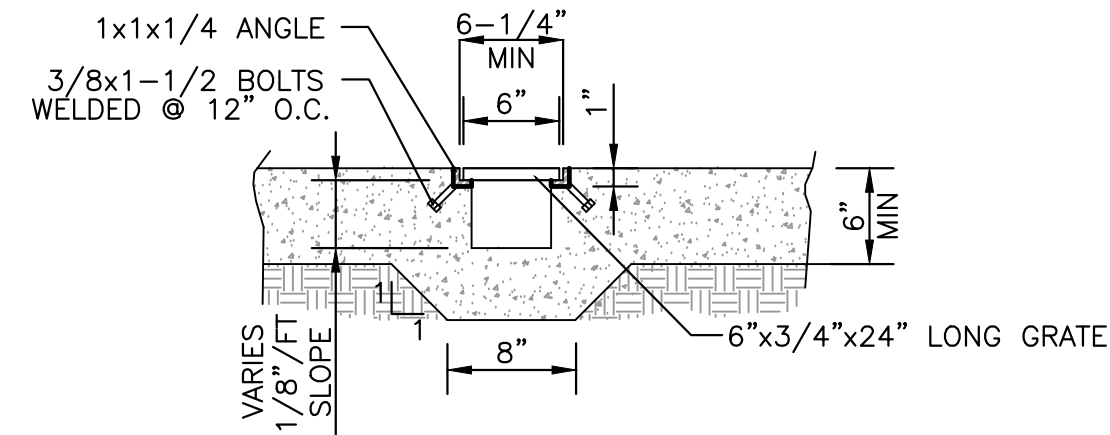
- ① WILBERT PRECAST TYPE 1 CATCH BASIN W/ CAST-IRON GRATE.
- ② CAST-IN-PLACE TRENCH DRAIN SYSTEM W/ 6"x3/4"x24" LONG SLOTTED STEEL GRATE. SLOPE BOTTOM OF DRAIN 1/8"/FOOT, MIN.
- ③ 4" PVC PIPE.
- ④ 7" THICK Fc' = 4,500 PSI CONCRETE SLAB.
- ⑤ #4 REBAR @ 8" BOTH WAYS W/ AN ADDITIONAL LAYER OF 6X6-10WVF AT MID HEIGHT TO CONTROL SHRINKAGE AND TEMPERATURE CRACKING.
- ⑥ PROVIDE SLAB CONTROL JOINTS (S.J.) OR CONSTRUCTION JOINT (C.J.) AS NEEDED PER SHEET S4.0 DETAIL 5.

- EDGE OF SLAB
- - - CONTROL JOINT
- - - FLOOR GRADE BREAK
- SD 4" PVC PIPE

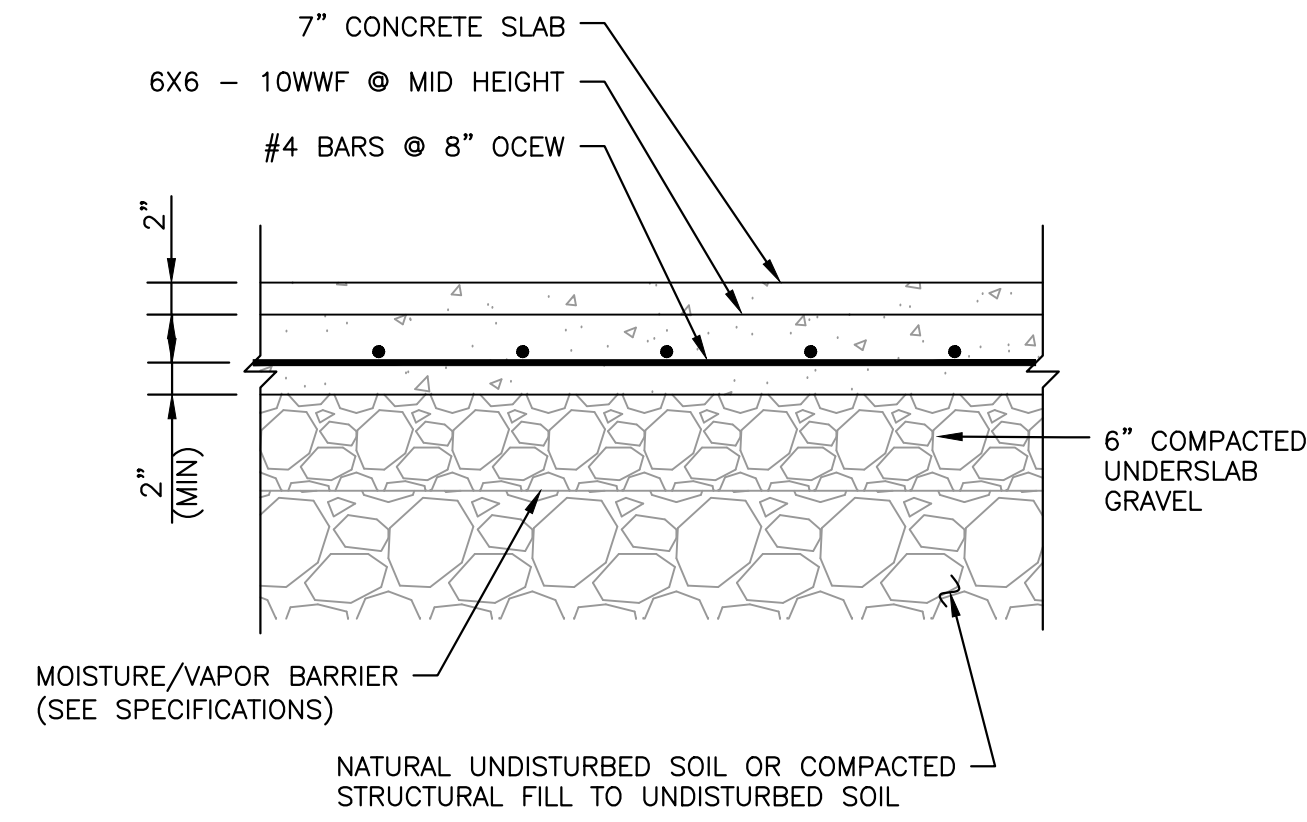
**NEW FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



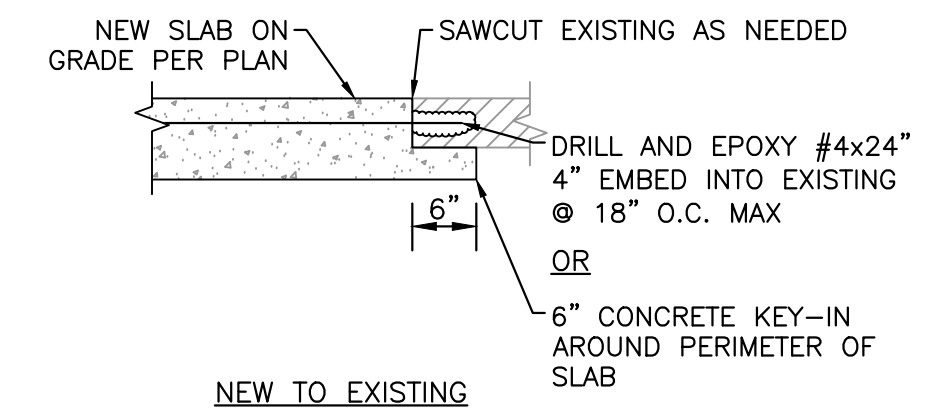
**1 GRADE BEAM SECTION**  
NTS



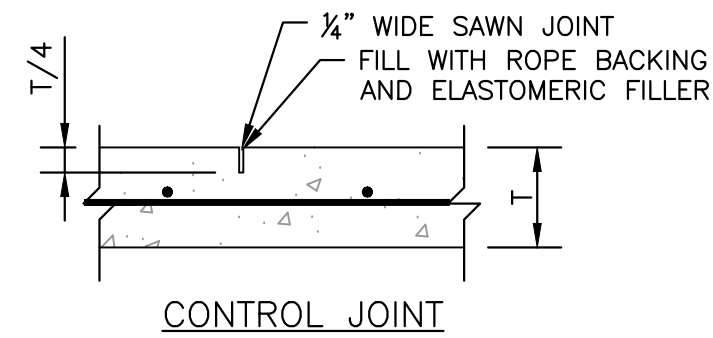
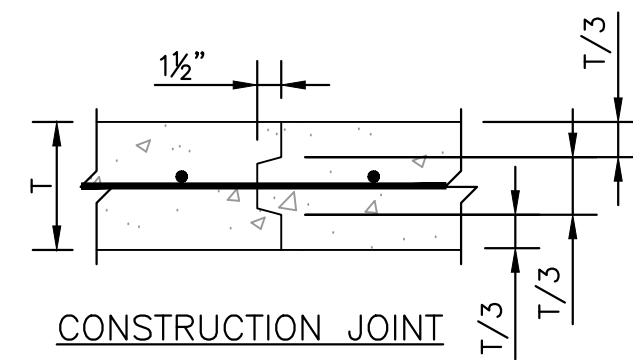
**2 TRENCH DRAIN DETAIL**  
NTS



**3 SLAB-ON-GRADE DETAIL**  
NTS



**4 SLAB-ON-GRADE DETAIL**  
NTS



**5 SLAB CONSTRUCTION JOINT DETAIL**  
NTS

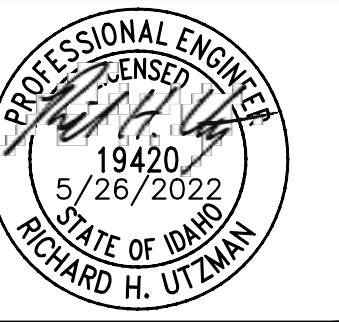
BAR SIZE			CONCRETE	
IN-LB	SOFT METRIC	AREA (IN*2)	HORIZ & VERT	TOP
#3	#10	0.11	1'-7"	2'-1"
#4	#13	0.20	2'-1"	2'-9"
#5	#16	0.31	2'-7"	3'-5"
#6	#19	0.44	3'-1"	4'-1"
#7	#22	0.60	4'-6"	5'-11"
#8	#25	0.79	5'-2"	6'-9"
#9	#29	1.00	5'-10"	7'-7"
#10	#32	1.27	6'-7"	8'-6"
#11	#36	1.56	7'-3"	9'-6"

- NOTES:
- FOR REINFORCING WITH EPOXY COATING, MULTIPLY LAP LENGTH SHOWN BY 1.5.
  - CONCRETE LAP LENGTHS ARE CLASS "B" BASED ON F'C=4,000 PSI WITH COVER REQUIREMENTS INDICATED AND BAR SPACING AT LEAST TWO BAR DIAMETERS.
  - TOP BAR LAPS ARE HORIZONTAL LAPS WHERE MORE THAN 12" OF FRESH CONCRETE IS PLACED BELOW THE BARS.
  - TOP BAR LENGTHS MAY BE USED AT ALL LOCATIONS IN CONCRETE AT THE CONTRACTOR'S DISCRETION.

**6 TYP. REINFORCING SPLICE LENGTHS**  
NTS

CONCRETE FINISH SCHEDULE	
CONCRETE	FINISH
UNFORMED SURFACES	
INTERIOR SLABS	TROWEL FINISH, HARDENED AND POLISHED

**7 CONCRETE FINISH SCHEDULE**  
NTS



REV	DATE	REVISION



DRAWN BY: RHU  
 DESIGNED BY: RHU  
 QUALITY CHECK: RHU  
 DATE: 5/26/2022  
 JOB NO. L22-040  
 FIELDBOOK

FLEET SHOP FLOOR  
 POST FALLS, IDAHO  
 DETAILS

## Ross Junkin

---

**From:** Ross Junkin  
**Sent:** Thursday, February 16, 2023 1:19 PM  
**To:** Dirk Bennett  
**Subject:** RE: Estimate 165 from Jett Concrete Inc.

Sounds good. Would you like to visit the shop again?

Ross Junkin, CPWP-M  
Public Works Maintenance Manager



**From:** Dirk Bennett <Dirk@jett-concrete.com>  
**Sent:** Thursday, February 16, 2023 1:18 PM  
**To:** Ross Junkin <rjunkin@postfalls.gov>  
**Cc:** Ken Peterson <kpeterson@postfalls.gov>  
**Subject:** Re: Estimate 165 from Jett Concrete Inc.

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

Hi Ross,

That timeframe will work well for us too. I will take a look at the drawings and send over a quote to you next week.

Our public works license should be all finalized in the next few weeks, just waiting on the state to process everything. We appreciate the opportunity and I will reach out if I have any questions.

Thanks,

Dirk Bennett  
208-818-2610  
Jett Concrete Inc.

On Feb 16, 2023, at 10:26 AM, Ross Junkin <[rjunkin@postfalls.gov](mailto:rjunkin@postfalls.gov)> wrote:

Good morning Dirk,

We decided to postpone this project until later this spring. We are looking to have this work done between May 12<sup>th</sup> and completed by June 2<sup>nd</sup> (we have to close our shop in order to do this work and this is the best timeframe for us).

The project consists of the demo and disposal of the existing concrete shop floor, some drain work, and install of a new concrete floor according to the attached drawings. Would you be interested in providing a quote for this project? I want to get it on the books as the dates are fairly crucial for us.

Please let me know.

Sincerely,  
Ross Junkin  
208-457-3384

**From:** Dirk Bennett <[Dirk@jett-concrete.com](mailto:Dirk@jett-concrete.com)>  
**Sent:** Thursday, September 1, 2022 7:27 PM  
**To:** Ken Peterson <[kpeter@postfallsidaho.org](mailto:kpeter@postfallsidaho.org)>  
**Subject:** Estimate 165 from Jett Concrete Inc.

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

Ken,

Attached is the pricing for the floor replacement. The demo price is not included in the total shown on the estimate, I just showed it as an extra option. I appreciate the opportunity & let me know if you have any questions.

Thanks,

**Dirk Bennett**  
**Phone: 208-818-2610**  
**6424 E Lyons Ave. Spokane, WA 99217**  
<image001.png>

---

The City of Post Falls has changed our domain to [POSTFALLS.GOV](http://POSTFALLS.GOV). Please adjust your contacts/links.

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Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you

## Ross Junkin

---

**From:** Ross Junkin  
**Sent:** Thursday, March 2, 2023 7:19 AM  
**To:** 'shem@slunder.com'  
**Subject:** RE: RE: City of Post Falls floor replacement project  
**Attachments:** L22-040\_POST FALLS SHOP FLOOR\_REV 06-20-2022.pdf

Shem,

We decided to postpone this project until the spring. We are looking to have this work done between May 12<sup>th</sup> and completed by June 2<sup>nd</sup> (we have to close our shop in order to do this work and this is the best timeframe for us).

The project consists of the demo and disposal of the existing concrete shop, some drain work, and install of a new concrete floor according to the attached drawings. Would you be interested in providing a quote for this project? I want to get it on the books as the dates are fairly crucial for us. Please let me know.

Sincerely,  
Ross Junkin

Ross Junkin, CPWP-M  
Public Works Maintenance Manager



**From:** Ross Junkin  
**Sent:** Wednesday, August 24, 2022 1:22 PM  
**To:** shem@slunder.com  
**Subject:** RE: City of Post Falls floor replacement project

Hi Shem,

Thanks for taking a look at this. Let me know if you are interested and more importantly, if you think our timeframe is doable. We know that concrete is in demand and hard to come by. Our time constraints are due to the winter plow season coming up and the need to have our Fleet shop up and operational by October 10<sup>th</sup>.

Sincerely,  
Ross Junkin  
208-457-3384

Ross Junkin, CPWP-M  
Public Works Maintenance Manager

## Ross Junkin

---

**From:** Ross Junkin  
**Sent:** Wednesday, February 15, 2023 1:13 PM  
**To:** Don Amende  
**Subject:** RE: City of Post Falls demo/concrete floor project  
**Attachments:** L22-040\_POST FALLS SHOP FLOOR\_REV 06-20-2022.pdf

Good morning Don,  
We decided to postpone this project until later this spring. We are looking to have this work done between May 12<sup>th</sup> and completed by June 2<sup>nd</sup> (we have to close our shop in order to do this work and this is the best timeframe for us).

The project consists of the demo and disposal of the existing concrete shop floor, some drain work, and install of a new concrete floor according to the attached drawings. Would you be interested in providing a quote for this project? I want to get it on the books as the dates are fairly crucial for us.  
Please let me know.

Sincerely,  
Ross Junkin  
208-457-3384

Ross Junkin, CPWP-M  
Public Works Maintenance Manager



**From:** Don Amende <DonA@striderconstruction.com>  
**Sent:** Thursday, September 1, 2022 2:06 PM  
**To:** Ross Junkin <rjunkin@postfalls.gov>  
**Subject:** RE: City pf Post Falls demo/concrete floor project

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Hi Ross sorry I got swamped. We wouldn't have anyone available to meet your schedule. Thank you for the consideration though

**From:** Ross Junkin <rjunkin@postfalls.gov>  
**Sent:** Thursday, August 25, 2022 7:30 AM  
**To:** Don Amende <DonA@striderconstruction.com>  
**Subject:** RE: City pf Post Falls demo/concrete floor project

## Ross Junkin

---

**From:** Ross Junkin  
**Sent:** Wednesday, February 15, 2023 1:12 PM  
**To:** Mark Mullane  
**Subject:** RE: Post Falls Fleet Shop - Slab Replacement  
**Attachments:** L22-040\_POST FALLS SHOP FLOOR\_REV 06-20-2022.pdf

Mark,

We decided to postpone this project until later this spring. We are looking to have this work done between May 12<sup>th</sup> and completed by June 2<sup>nd</sup> (we have to close our shop in order to do this work and this is the best timeframe for us).

The project consists of the demo and disposal of the existing concrete shop floor, some drain work, and install of a new concrete floor according to the attached drawings. Would you be interested in providing a quote for this project? I want to get it on the books as the dates are fairly crucial for us.

Please let me know.

Sincerely,  
Ross Junkin

Ross Junkin, CPWP-M  
Public Works Maintenance Manager



**From:** Mark Mullane <flatworksmullane@gmail.com>  
**Sent:** Tuesday, August 9, 2022 3:01 PM  
**To:** Ross Junkin <rjunkin@postfallsidaho.org>  
**Cc:** Ken Peterson <kpeterson@postfallsidaho.org>  
**Subject:** Re: Post Falls Fleet Shop - Slab Replacement

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What did you guys decide on this? If you have some GC's bidding let me know and we can give a slab place and finish quote directly to them. We are very competitive so it may cut your overall project cost.



## Ross Junkin

---

**From:** Ross Junkin  
**Sent:** Wednesday, February 15, 2023 1:12 PM  
**To:** Ron Isbell  
**Subject:** RE: Ross @ Post Falls  
**Attachments:** L22-040\_POST FALLS SHOP FLOOR\_REV 06-20-2022.pdf

Good morning Ron,  
We decided to postpone this project until the later this spring. We are looking to have this work done between May 12<sup>th</sup> and completed by June 2<sup>nd</sup> (we have to close our shop in order to do this work and this is the best timeframe for us).

The project consists of the demo and disposal of the existing concrete shop floor, some drain work, and install of a new concrete floor according to the attached drawings. Would you be interested in providing a quote for this project? I want to get it on the books as the dates are fairly crucial for us.  
Please let me know.

Sincerely,  
Ross Junkin  
208-457-3384

Ross Junkin, CPWP-M  
Public Works Maintenance Manager



**From:** Ron Isbell <ron@tmlconst.com>  
**Sent:** Friday, September 9, 2022 9:10 AM  
**To:** Ross Junkin <rjunkin@postfalls.gov>  
**Subject:** RE: Ross @ Post Falls

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Ross,  
Here you go.

**From:** Ross Junkin <rjunkin@postfalls.gov>  
**Sent:** Friday, September 9, 2022 8:50 AM  
**To:** [ron@tmlconst.com](mailto:ron@tmlconst.com)  
**Subject:** Ross @ Post Falls

Jett Concrete Inc.

JETTCCI785KJ

RCE-62722



# Estimate

Name / Address
City of Post Falls 408 Spokane St. Post Falls, ID 83854

Date	Estimate #
3/9/2023	165

Description	Units	Qty	Cost	Total
Maintenance Building Floor Replacement				
Prep, Place/Finish 7" Concrete Floor w/ #4 Rebar @ 8" o.c.e.w (Figured at 80' x 48' assuming a 2"-3" cut from walls)	SF	3,840	14.00	53,760.00
Includes rebar supply & install, gravel placement & compaction per plans City of Post Falls to assist with plumbing trench drains to relocated drain				
Supply & Install 10mil Stego Vapor Barrier Supply & Install ( 14' x 210' Roll)	EA	2	525.00	1,050.00
Supply & Install 64 LF of NDS Trench Drain (Grates Provided by the City of Post Falls, Jett to install)	LF	64	125.00	8,000.00
Demo	LS	1	16,500.00	16,500.00

Thank you for the opportunity!	<b>Subtotal</b>	\$79,310.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$79,310.00

Phone #	Email
(208) 818-2610	Dirk@Jett-Concrete.com

Signature \_\_\_\_\_

**CITY OF POST FALLS:**

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

City Project Manager: Ross Junkin, Public Works Maintenance Manager  
Phone: (208) 457-3384  
Email: [rjunkin@postfalls.gov](mailto:rjunkin@postfalls.gov)

**CONTRACTOR:**

Jett Concrete Inc.  
3741 N. Eli Drive, Post Falls, ID 83854  
Project Manager: Dirk Bennett, Phone: (208) 818-2610  
Email: [Dirk@jett-concrete.com](mailto:Dirk@jett-concrete.com)

THIS CONTRACT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Jett Concrete Inc., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, having offices for the transaction of business at 3741 N. Eli Drive, Post Falls, ID 83854 hereinafter referred to as the "**Contractor**" jointly, hereinafter referred to along with the City as the "**Parties**."

WITNESSETH:

WHEREAS, the city desires to obtain concrete floor removal and placement, within the City; and

WHEREAS, the Contractor has been awarded the contract for the Fleet Shop Concrete Floor Replacement project according to plans and specifications on file in the office of the Public Works Division of the City, which plans and specifications are incorporated herein by reference.

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

**ARTICLE 1. SUBJECT AND PURPOSE**

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

**ARTICLE 2. SCOPE OF WORK AND PERSONNEL**

2.1. **PROJECT LOCATION:** This project is to be located at the City of Post Falls Public Works Fleet shop (800 N. Public Works Way).

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

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

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

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

### **ARTICLE 3. COMPENSATION**

3.1. **COMPENSATION:** The City agrees to pay Contractor the sum of **\$79,310.00** for successful completion of the work per the Contract Documents. Contractor will submit pay applications monthly with a certified estimate of the work completed up to the date of the pay application. The City will make payment, less 5% retainage and the amount of any disputed work, within forty-five (45) days of receipt of the pay application. Upon successful completion and acceptance of the work, including receipt of releases from subcontractors, suppliers and the State Tax Commission, the City will release its retainage and pay the remainder of the contract price.

3.2. **LIQUIDATED DAMAGES:** The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work on or before June 9, 2023 shall result in damages sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the Contractor shall fail to complete the work within the above time limits, the Contractor shall pay to the City or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

## **ARTICLE 4. BONDING AND INSURANCE**

**4.1. PERFORMANCE BOND:** For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the Contractor shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of eighty-five percent 85% of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho

**4.2. INSURANCE:** The Contractor will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Contractor's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor. The insurance policy or policies will not be canceled, materially changed, or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post Falls is named as an additional insured on the Contractor's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Contractor. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Works Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Contractor.

**4.3. GENERAL LIABILITY INSURANCE:** The Contractor shall indemnify, defend and hold the City harmless from all claims arising from the Contractor's actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the City as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

**4.4. WORKERS COMPENSATION:** The Contractor agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Contractor fail to maintain such insurance during the entire term hereof, the Contractor will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

**4.5. FAILURE TO COMPLY:** Failure of the Contractor to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement

and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Contractor's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Contractor due for work performed under this Agreement.

## **ARTICLE 5. CONTRACT TERMINATION**

**5.1. TERMINATION BY CONTRACTOR:** This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Contractor.

**5.2. TERMINATION BY CITY:** This Agreement may be terminated by the City with or without cause immediately upon written notice to the Contractor. In the event of termination of a Contract through no fault of the Contractor, the City agrees to pay the Contractor for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Contractor that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Contractor, must reimburse the City for all reasonable costs associated with the replacement of the Contractor with a different entity to complete the work that is the subject of this Agreement.

**5.3. CLOSE-OUT OF WORK:** Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City the Contractor must:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
- (4) Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6. INDEMNIFICATION**

**6.1. CONTRACTOR TO INDEMNIFY CITY:** The Contractor agrees to indemnify, defend (at the city's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Contractor performed under this Agreement by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents, or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Contractor's defense obligation under the indemnity paragraph shall include only the

reimbursement of reasonable defense costs to the extent of Contractor's actual, proportional indemnity obligation as determined by a court of law.

**6.2. PROFESSIONAL LIABILITY:** The Contractor agrees that in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which they are engaged is of a transitory character and that in the pursuit thereof, their property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

- (1) To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- (2) That if the said taxes, excises, and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon their property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- (3) That in the event of their default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable. The Contractor's professional liability to the City (including Contractor's officers, directors, employees, and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Contractor's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Contractor's services under this Agreement and any continuation or extension of such services.

## **ARTICLE 8. GENERAL CONDITIONS**

**8.1. IDAHO RESIDENTS:** The Contractor agrees that it must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the Contractor, in which case the Contractor may employ ten percent (10%) nonresidents; provided, however, in all cases the Contractor, must give preference to the employment of bona fide residents in the performance of said work.

**8.2. ENFORCEMENT COSTS:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

**8.3. COMPLIANCE WITH LAWS:** The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

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

Agreement.

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

8.6. **WAIVER:** No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

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

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

8.9. **RECOVERY OF FUNDS:** Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other contract between the Contractor and the City including reasonable attorney fees and or any other collection costs. The rights of City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

8.10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

8.11. **NOTIFICATION:** All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.



8.12. **INTEREST OF MEMBERS OF CITY AND OTHERS:** No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

8.14. **PERMITS:** The Contractor shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement.

8.15. **INTEGRATION:** This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.16 **NONDISCRIMINATION:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Contractor further agrees to comply with all the Nondiscrimination Requirements contained in **Exhibit "B"**, which by this reference is incorporated herein.

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

(1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, then Contractor certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

(2) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement

become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

## **ARTICLE 9. CONTRACT DOCUMENTS**

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

1. Change Orders; and
2. This Agreement; and
3. Exhibit “A” Scope of Work including design; and
4. Exhibit “B” Nondiscrimination Requirements; and

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

\_\_\_\_\_  
Ronald G. Jacobson, Mayor

BY: \_\_\_\_\_

Shannon Howard  
City Clerk

Date: April \_\_\_\_, 2023

CONTRACTOR

\_\_\_\_\_  
*Dirk Bennett* Vice President  
Dirk Bennett, [Title]  
Jett Concrete Inc.

Date: April 11, 2023

State of Idaho            )  
                                      : ss  
County of \_\_\_\_\_ )

On this 11<sup>th</sup> day of April, 2023 before me, a notary for the State of Idaho, personally appeared Dirk Bennett who, being by me first duly sworn, declared that they is a [Title] of Jett Concrete Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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



\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Post Falls, ID 83854  
My Commission Expires: 10/28/2028

## **Exhibit A**

In order to complete this project so that the City of Post Falls' fleet shop is impacted in the least way possible, the Contractor shall begin work on May 22, 2023. Concrete shall be in place and reach a minimum strength to support heavy vehicles (single axel dump trucks) by June 5<sup>th</sup>, 2023.

Scope of work includes but not limited to:

1. Saw cutting of concrete around perimeter of the shop floor.
  2. Removal and disposal (at contractor's sole cost) of existing concrete floor.
  3. All work necessary to prepare, place, and finish 7' concrete floor with #4 rebar as per the design in Exhibit A (includes excavation, soils removal/haul/disposal and base rock/compaction, etc)
  4. Also includes trench drain installation per the design.
  5. Existing catch basin to be relocated by the City
-



# Exhibit A

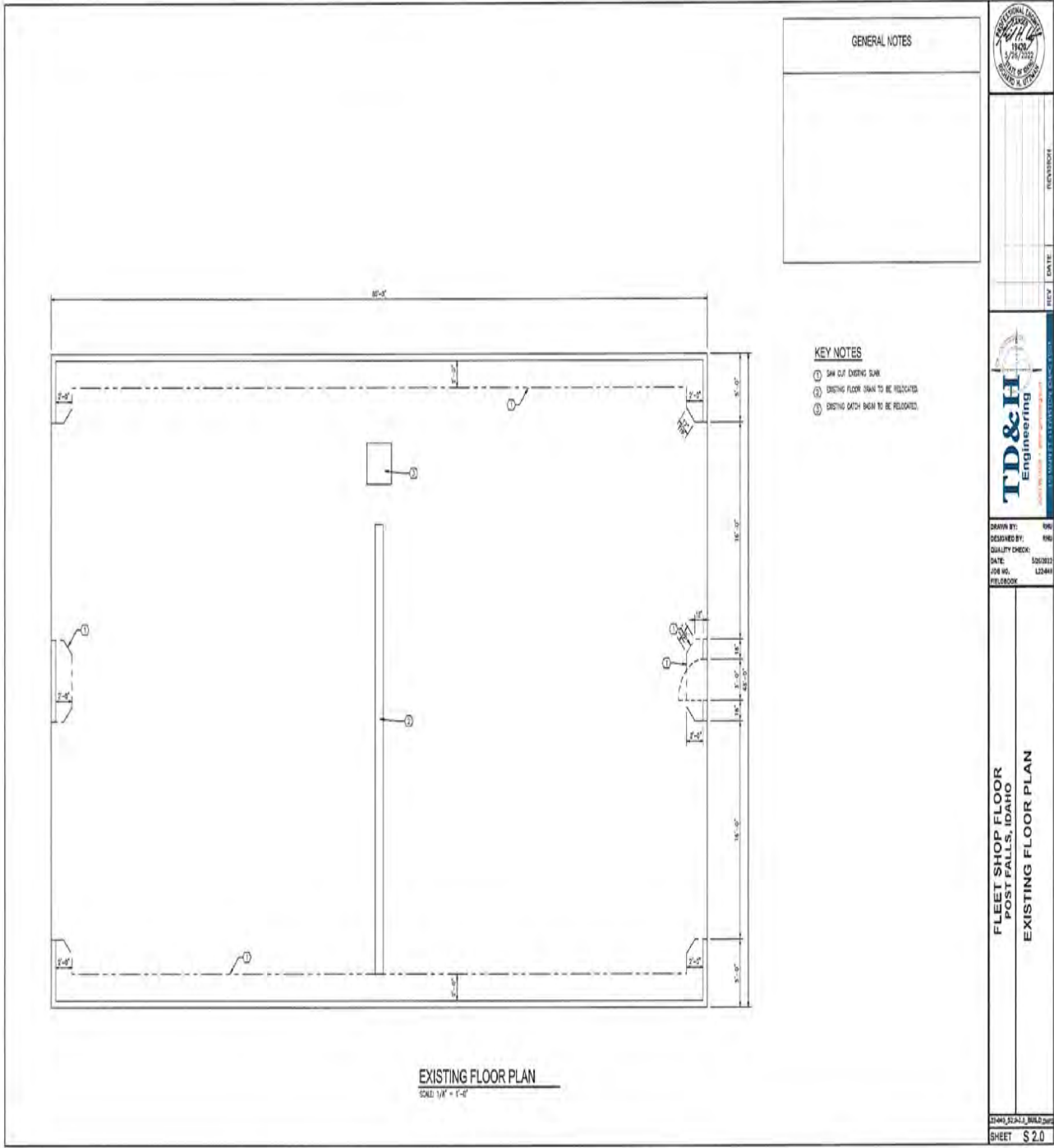


Exhibit A

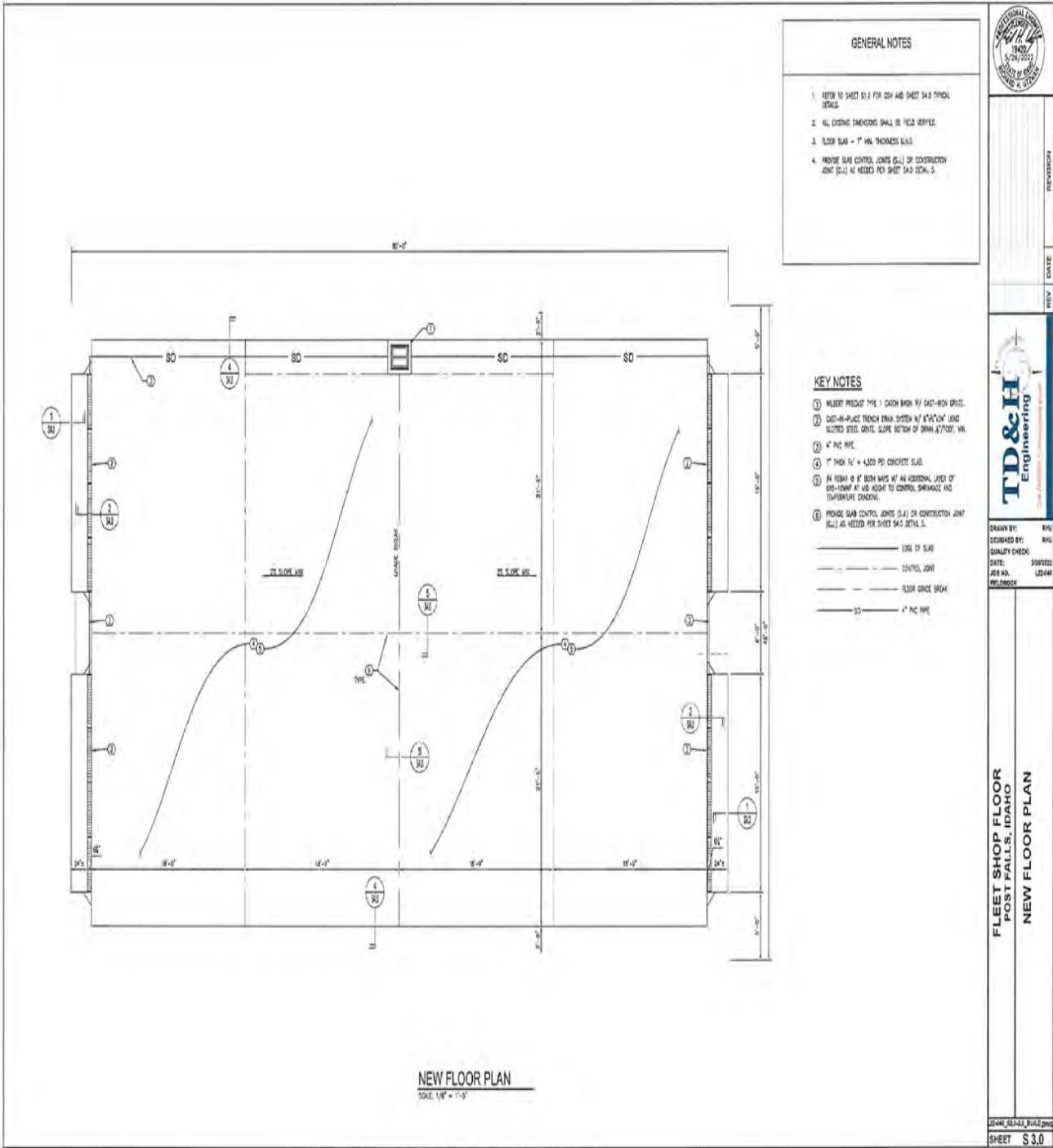
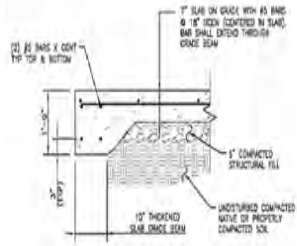
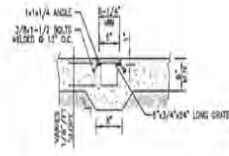


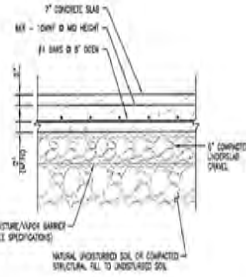
Exhibit A



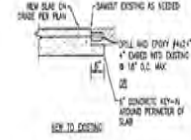
1 GRADE BEAM SECTION  
NTS



2 TRENCH DRAIN DETAIL  
NTS



3 SLAB-ON-GRADE DETAIL  
NTS



4 SLAB-ON-GRADE DETAIL  
NTS



5 SLAB CONSTRUCTION JOINT DETAIL  
NTS

III-LB	SOFT METRIC	AREA (IN <sup>2</sup> )	CONCRETE	
			HORIZ & VERT	TOP
#3	#10	0.11	1'-7"	2'-1"
#4	#13	0.20	2'-1"	2'-8"
#5	#16	0.31	2'-7"	2'-5"
#6	#19	0.44	3'-1"	4'-1"
#7	#22	0.60	4'-6"	5'-11"
#8	#25	0.75	5'-3"	6'-3"
#9	#29	1.00	5'-10"	7'-7"
#10	#32	1.27	6'-7"	8'-8"
#11	#36	1.56	7'-8"	8'-8"

- NOTES:
- FOR REINFORCING WITH EPOXY COATING, MULTIPLY LAP LENGTH DOWN BY 15.
  - CONCRETE LAP LENGTHS ARE CLASS "B" BASED ON PCA-4590 PSI WITH COVER REQUIREMENTS INDICATED AND BAR SPACING AT LEAST TWO BAR DIAMETERS.
  - TOP BAR LAPS ARE HORIZONTAL, LAPS WHERE MORE THAN 12" OF FRESH CONCRETE IS PLACED BELOW THE BARS.
  - TOP BAR LENGTHS MAY BE USED AT ALL LOCATIONS IN CONCRETE AT THE CONTRACTOR'S DISCRETION.

6 TYP. REINFORCING SPLICE LENGTHS  
NTS

CONCRETE FINISH SCHEDULE	
CONCRETE	FINISH
INTERIOR SLABS	UNFORMED SURFACES TROWEL FINISH, PARSEDED AND POLISHED

7 CONCRETE FINISH SCHEDULE  
NTS



DESIGNED BY:	DATE:
CHECKED BY:	DATE:
DATE:	DATE:
JOB NO.:	DATE:
PROJECT NO.:	DATE:



DESIGNED BY:	DATE:
CHECKED BY:	DATE:
DATE:	DATE:
JOB NO.:	DATE:
PROJECT NO.:	DATE:

FLEET SHOP FLOOR  
POST FALLS, IDAHO  
DETAILS



## **Exhibit B Nondiscrimination Requirements**

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

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**CITY OF POST FALLS**  
**AGENDA REPORT**  
New Business  
**MEETING DATE: 04/18/2023**

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**DATE:** 04/12/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Robert Quinn  
**SUBJECT:** CONTRACT FOR DRILLING AN IRRIGATION WELL FOR THE TULLAMORE SPORTS COMPLEX

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**ITEM AND RECOMMENDED ACTION:**

With the approval of the agenda item, City Council authorizes the mayor to sign the Notice to Award and construction contract with Big Sky ID Corp for drilling an irrigation well for the Tullamore Sports Complex. If approved the contract will be paid from Park Impact Fees.

**DISCUSSION:**

The parks division is seeking to have an irrigation well installed at the Tullamore Sports complex to help reduce the hook-up fees associated with connecting to Ross Point Water District (RPWD). Additionally, there will be ongoing, monthly cost savings by reducing the fees that would have been accrued for irrigating the ball fields. The CAP and meter fees associated with connecting to RPWD are estimated to be roughly \$280,000, along with an estimated annual cost of \$12,000 in water fees.

Last year the City applied for and received authorization for the establishment of new water rights from the Idaho Department of Water Resources to appropriate water from the site.

During the informal bid process, the city requested bids from four local well-drilling companies last year. At the time, all four declined to bid on the project for various reasons. As a result our consultant, T-O Engineers, engaged in negotiations to come to terms with Big Sky ID Corp to general the project based on a new timeline.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$199,729.00 - Park Impact Fees

**BUDGET CODE:**

038-443.0000.94165



**T·O ENGINEERS**

An  ARDURRA Company

February 9, 2023

Robbie Quinn  
City of Post Falls  
408 N. Spokane St.  
Post Falls, ID 83854  
[rquinn@postfalls.com](mailto:rquinn@postfalls.com)

**RE: 2023 Tullamore Sports Complex | Irrigation Well**

**Subject: Engineer’s Recommendation of Award**

Dear Robbie:

In accordance with Idaho State Code Title 67-2805 and on behalf of the City of Post Falls, we solicited bids for this project to four public works contractors. We followed the state code for projects valued between \$50,000 and \$200,000 as outlined in Title 67-2805. Out of the four public works contractors that bids were solicited to none of them submitted a bid. This enabled the City to negotiate with a contractor of their choice. A responsive bid package was electronically received on February 1, 2023 from Big Sky ID Corp. The bid was reviewed for completeness and is summarized as follows:

<u>Contractor</u>	<u>Bid</u>
Big Sky ID Corp	\$199,729.00

We have reviewed the bid in its entirety. Big Sky did not state the bid unit price of each item in words and numerals in accordance with Instruction for Bidders, Section 12.2 within the Bidding Information of the contract documents. There are no math errors or discrepancies in the indicated sum of any bid item or bid total. No other oversights were found.

We recommend that award be made to Big Sky for this project. A bid summary and bid tabulation are enclosed for your review. This award should be made contingent upon City of Post Falls review and approval.

Should you have any questions regarding the bid, bid results, and subsequent award process, please call.

Sincerely,  
T-O Engineers LLC, an Ardurra Company

Zachary J Thompson, P.E.  
Project Manager

Attachments: Bid Summary  
Contractor’s Bid

**BID SUMMARY**

PROJECT TITLE:	Tullamore Sports Complex   Irrigation Well
PROJECT LOCATION:	Kootenai County, Idaho
PROJECT NUMBER:	220016
OWNER:	The City of Post Falls
ENGINEER:	T-O Engineers LLC, an Ardurra Company
BID RECEIVED	February 1, 2023
BID LOCATION:	Electronically Sent to T-O

**BID INFORMATION:**

	<b>Bidder #1</b>	
CONTRACTOR:	Big Sky	
Bid Schedule A	X	
Bidder's Checklist	X	
Designation of Subcontractors	X	
Non-Collusion Affidavit	X	
Anti-Discrimination Affidavit	X	
Affidavit of Payment or Securement of All Taxes	X	
Non-Discrimination Exhibit C	X	
<b>Bid</b>	<b>\$199,729.00</b>	
<b>Corrections</b>	<b>\$0.00</b>	
<b>Corrected Total</b>	<b>\$199,729.00</b>	
Responsive Bidder	Yes	
Bidder Rank	<b>1</b>	

**BID**

PROJECT IDENTIFICATION: **Tullamore Sports Complex, Irrigation Well**

THIS BID IS SUBMITTED TO OWNER: **CITY OF POST FALLS  
408 Spokane Street  
Post Falls, ID 83854**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the day of Bid Opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within 10 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Addendum Date:</u>	<u>Number of Addendum:</u>
<u>10/3/22</u>	<u>1</u>
<u>1/12/23</u>	<u>2</u>
_____	_____

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders;

- b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
- c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNERS; and
- d.) The BIDDER and all Subcontractors currently possess the appropriate Idaho Public Works CONTRACTOR'S LICENSE.

Idaho Contractors License No. 002207-U

Tullamore Sports Complex | Irrigation Well  
City of Post Falls  
Parks and Recreation Department

e) All Subcontractors currently possess the appropriate Idaho Public Works CONTRACTOR'S LICENSE.

4. BIDDER will complete the Work per the prices established in the attached Bid Schedule:

BID SCHEDULE SUMMARY:

<u>Title</u>	<u>Total Schedule Price</u>
Schedule A / Base Bid:	\$ <u>199,729.00</u>
<b>Total Price</b>	\$ <u><u>199,729.00</u></u>

5. BIDDER agrees that the:

- a) Work will be Substantially Complete and Complete on or before the dates or within the number of calendar days indicated in Article 3.1 of the Agreement.
- b) BIDDER accepts the provisions of Article 3.2 of the Agreement as to Liquidated Damages in the event of failure to complete the Work on time.

6. The following documents are attached to, and made a condition of, and incorporated by reference into this Bid if not attached.

- a) Bid Schedule A
- b) Bidder's Checklist
- c) Designation of Subcontractors
- d) Non-Collusion Affidavit
- e) Anti-Discrimination Affidavit
- f) Affidavit of Payment or Securement of All Taxes
- g) Non-Discrimination Exhibit C

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:

10063 NAVION DRIVE, HAYDEN, ID 83835  
\_\_\_\_\_  
\_\_\_\_\_

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions, and as may be amended.

9. Bid Opening: \_\_\_\_\_  
Date Time  
SUBMITTED on FEBRUARY 1, 2023.

Tullamore Sports Complex | Irrigation Well  
City of Post Falls  
Parks and Recreation Department

If BIDDER is:

**A Corporation**

BIG SKY ID CORP  
(Corporation Name)

IDAHO  
(State of Incorporation)

By [Signature]  
(Signature of Person Authorized to Sign)

JEREMY TRIPP, PRESIDENT  
(Name and Title of Person Authorized to Sign)

Attest [Signature]  
(Secretary)

Business Address 10063 NAVION DRIVE, HAYDEN, ID 83835

Phone No. 208/772-9646



**A Joint Venture**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Attest \_\_\_\_\_  
(Secretary)

Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_

**A Partnership**

BID

Tullamore Sports Complex | Irrigation Well  
City of Post Falls  
Parks and Recreation Department

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Name of General Partner)

Business address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Attest \_\_\_\_\_  
(Secretary)

Business Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

**An Individual**

By \_\_\_\_\_  
(Signature of Individual)

By \_\_\_\_\_  
(Individual's Name)

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Attest \_\_\_\_\_  
(Secretary)

Business address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_



**CITY OF POST FALLS**  
**Tullamore Sports Complex | Irrigation Well**  
**BID SCHEDULE A**  
**PORTION OF SECTION 25 TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.**

**TULLAMORE SPORTS COMPLEX | IRRIGATION WELL**  
**January 2023**

**BIDDER acknowledges receipt of following ADDENDA:**  
*Addendum #1, Addendum #2*

Item No.	Item Description	Estimated Quantity	Unit Measure	Unit Price	Extended Price
1	Mobilization (not to exceed 5% of Total Bid) @	1	LS	\$ 9,950	\$ 9,950.00
2	Permit and Administrative Fees @	1	LS	230.00	230.00
3	Quality Control @	1	LS	\$ 10,000.00	\$ 10,000.00
<b><u>EARTHWORK</u></b>					
4	Straw/Fiber Wattle @	100	LF	5.00	\$ 500.00 -
5	Equipment Washout Station @	1	EA	10,000.00	\$ 10,000.00 -
<b><u>IRRIGATION WELL</u></b>					
6	Drilling for Surface Seal @	18	LF	\$403.00	\$7,254.00
7	16" Sanitary Seal @	18	LF	\$340.00	\$ 6,120.00 -
8	Drilling 12" Well with Casing @	300	LF	\$250.00	\$ 75,000.00 -
9	12" Steel Casing @	270	LF	\$121.00	\$ 32,670.00 -
10	12" Telescoping Screen @	30	LF	\$782.00	\$ 23,460.00 -
11	12" Drive Shoe @	1	EA	\$547.00	\$ 547.00 -
12	12" Well Cap @	1	EA	\$518.00	\$ 518.00 -
13	Well Development @	40	HR	337.00	\$ 13,480.00 -
14	Pump Test @	1	LS	10,000	\$ 10,000.00 -
<b>BID SCHEDULE A TOTAL =</b>					<b>\$ \$199,729.00</b>

## BIDDER'S CHECK LIST

The Bidder's Check List is offered to the prospective bidder as a guide for checking that his/her bid Proposal is a complete Bid free from omissions and errors that could possibly lead to rejection of the bid. It is the responsibility of the contractor to review the complete Project Manual, Bid Requirements and Drawings to ensure that all requirements are complete.

Check off when completed:

1. Are all blank spaces filled out on Bid Form? Is a complete set of Bid Proposal documents intact?
2. Have questions arising from the bidding, contract specifications, or plans been submitted to the proper authority and resolved in the proper manner?
3. Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions.
4. Are authorized signatures properly affixed to the Bidding Documents, giving also title, Idaho Public Works Contractor license number, etc.?
5. Per Idaho Code 67-2310, have all electrical, plumbing, and HVAC subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?
6. Have all Addenda been received and acknowledged with the proper signature on the Bid Proposal and included with the Bid?
7. All Bidding Documents shall be placed in properly addressed, sealed envelope, and delivered to the specified authority prior to the time designated for the bid opening.
8. Has the original and a copy of the Bid Proposal plus all forms and attachments been included?

The City will reject all Bids not containing the mandatory submittals as non-responsive.

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### DESIGNATION OF SUBCONTRACTORS

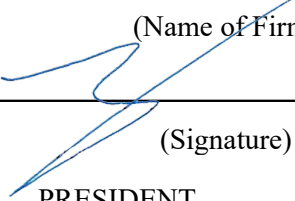
The bidder's attention is directed to the provisions of Idaho Code Section 67-2310 which requires subcontractors who will perform mechanical, electrical or plumbing work to be named on the bid of the general contractor. The Contractor shall not name more than one subcontractor for each work item. If the Contractor intends to perform mechanical and/or electrical work under the provisions of his own license, he shall name himself providing he is properly licensed. Plumbing and HVAC are not anticipated on this project.

The Contractor shall not, without written consent of the Owner, make any substitution, alterations, or additions to the following list of subcontractors which is made a material part of this BID.

The following is a complete list of the proposed Subcontractors: (Attach additional sheets if necessary.)

Name and Address	Approximate Amount of Subcontract or Value of Materials	Idaho Public Works Contractor License No.	Type Work To Be Done
NO HVAC, ELECTRICAL OR PLUMBING			

2/1/23  
(Date)

BIG SKY ID CORP  
(Name of Firm)  
  
(Signature)  
PRESIDENT  
(Title)

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**Non-Collusion Affidavit**

(THIS FORM TO BE EXECUTED BY EACH BIDDER AND SUBMITTED WITH BID)

State of IDAHO )  
 :ss  
County of KOOTENAI )

JEREMY TRIPP, being duly sworn, deposes and says that  
he/she is PRESIDENT  
(sole owner, a partner, president, secretary, etc.)

of BIG SKY ID CORP,  
the party making the foregoing bid, that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a shame bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or of any other bidder, nor to fix any overhead, profit, or cost advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statement contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted its bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, not paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: \_\_\_\_\_

Title: PRESIDENT

Subscribed and sworn to before me this 1ST day of FEBRUARY, 20 23.



\_\_\_\_\_

Notary Public in and for the State  
of IDAHO

Residing at: CDA, ID

My Commission expires: 3/23/2027

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**Anti-Discrimination Affidavit**

STATE OF IDAHO )  
 )ss  
COUNTY OF KOOTENAI )

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall no refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupation qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

\_\_\_\_\_  
Contractor's Signature

Subscribed and sworn to before me this 1ST day of FEBRUARY, 2023



\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of IDAHO, residing at CDA, ID



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**Tullamore Sports Complex | Irrigation Well  
Nondiscrimination Requirements  
City of Post Falls, Idaho**

Exhibit C  
City of Post Falls  
Tullamore Sports Complex | Irrigation Well  
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. The parties acknowledge that this is not a USDOT project and the referenced regulations are adopted for purposes of spelling out and clarifying non-discrimination for application to this project.

**2. Nondiscrimination**

The Contractor, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

**3. Solicitations for Subcontracts, Including Procurement of Materials and**

**Equipment**

In all solicitations, either by bidding or negotiation, made by the Contractor for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Contractor of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

**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 the City, 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.

**Tullamore Sports Complex | Irrigation Well  
Nondiscrimination Requirements  
City of Post Falls, Idaho**

**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 subcontractor 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.

## NOTICE OF AWARD

Dated: March 24<sup>th</sup>, 2023

TO: Big Sky ID Corp

(BIDDER)

ADDRESS: 10063 Navion Drive

Hayden, ID 83835

OWNERS' CONTRACT NO. 220016

CONTRACT FOR: Tullamore Sports Complex, Irrigation Well

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated February 1, 2023 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Tullamore Sports Complex, Irrigation Well.

The Contract Price of your contract is \$ 199,729.00.

Three copies each of the proposed Agreement and Contract Bond Forms accompany this Notice of Award.

Three (3) sets of the Construction Specifications and Drawings will be delivered separately or otherwise made available to you immediately. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award that is by April 03, 2023.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all required bonds.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, paragraph 18, General Conditions, Article 5 and Supplemental Conditions, Section 1000.
3. You must deliver with the executed Agreement the Certificates of Insurance as specified in the Instructions to Bidders, paragraph 18, General Conditions, Article 5 and Supplemental Conditions, Section 1000.
4. The Contractor shall have possessed and retained a valid Idaho Public Works Contractor's License of the appropriate classification at the time of bid submittal.
5. The Contractor shall assure that the Subcontractor(s) have possessed and retained a valid Idaho Public Works Contractor's License of the appropriate classification at the time of bid submittal.

COPY to ENGINEER  
(Use certified Mail,  
Return Receipt Requested)

- 6. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on to be determined at Pre-Construction Conference.
- 7. Other Conditions and Precedents:
  - a. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within thirty days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

<p>_____</p> <p style="text-align: center;">City of Post Falls, Idaho (OWNER)</p>	<p>_____</p> <p style="text-align: center;">(CONTRACTOR)</p>
<p>By: _____</p> <p style="text-align: center;">(AUTHORIZED SIGNATURE)</p>	<p>By: _____</p> <p style="text-align: center;">(AUTHORIZED SIGNATURE)</p>
<p>_____</p> <p style="text-align: center;">Mayor (TITLE) (DATE)</p>	<p>_____</p> <p style="text-align: center;">(TITLE) (DATE)</p>

**AGREEMENT**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ the year 2023 by and between **The City of Post Falls**, (hereinafter called OWNER) and \_\_\_\_\_ Big Sky ID Corp , (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1 WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

Post Falls Tullamore Sports Complex | Irrigation Well  
Schedule A – Tullamore Sports Complex | Irrigation Well  
Alternate \_\_\_\_\_

**Article 2 OWNER’S AUTHORIZED REPRESENTATIVE**

The Project has been designed by T-O ENGINEERS, INC., 7950 Meadowlark Way, Suite A, Coeur d’Alene, Idaho 83815, who is hereinafter called Owner’s Authorized Representative and who will assume all duties and responsibilities and will have the rights and authority assigned to Owner’s Authorized Representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents, unless the City of Post Falls designates otherwise in writing.

**Article 3 CONTRACT TIME**

3.1 Work encompassed by this Agreement as identified in Article 1 above shall be Substantially Complete, as defined in paragraph 1.01 and as stated in paragraph 15.03 of the General and Supplemental Conditions; and shall be Complete and ready for Final Payment, in accordance with paragraph 15.06 of the General Conditions; in accordance with the following:

<u>Substantial Completion</u>	<u>Final Completion</u>	<u>Liquidated Damages per Calendar Days</u>
15 Calendar Days	25 Calendar Days	\$1,000 after Substantial Completion \$500 after Final Completion



- 3.2 The Contractor will be given authorization to commence construction upon issuance of the Notice to Proceed. The Contract Time shall commence upon the Notice to Proceed date as described in the Section 01000 Special Provisions.
- 3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1000 for each day that expires after the time specified in the paragraph above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in the paragraph above for final completion and readiness for final payment until the Work is completed and ready for final payment.

#### **Article 4 CONTRACT PRICE**

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: See copy of CONTRACTOR'S BID (and attachments) marked Exhibit 1, attached.

#### **Article 5 PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions on or about the 26th day of each month. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by OWNER'S AUTHORIZED REPRESENTATIVE, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 15.01 of the General Conditions.

- 5.1.1 Prior to Final Completion, progress payments will be in an amount equal to 95% of the Work completed, less aggregate of payments previously made and less such amounts as Owner's Authorized Representative shall determine in accordance with paragraph 15.01 of the General Conditions.
- 5.1.2 The CONTRACTOR is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 45 (forty-five) days from the date of approval of the payment request by the Owner.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by OWNER'S AUTHORIZED REPRESENTATIVE as provided in said Paragraph 15.06.
- 5.3 Payments to Subcontractors. The CONTRACTOR agrees to pay each subcontractor it contracts with to perform any portion of the work for satisfactory performance of its contract no later than 30 days from the receipt of each payment the CONTRACTOR receives from the OWNER. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. Failure by the CONTRACTOR to carry out these requirements shall be a material breach of this Agreement.

## **Article 6 INTEREST**

All moneys not paid when due hereunder shall bear interest at the legal rate set by 28-22-104, Idaho Code.

## **Article 7 CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by OWNER'S AUTHORIZED REPRESENTATIVE in the preparation of

the Drawings and Specifications and which have been identified in Supplementary Conditions - Owner.

- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER'S AUTHORIZED REPRESENTATIVE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER'S AUTHORIZED REPRESENTATIVE is acceptable to CONTRACTOR.

## **Article 8 CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR consist of the following:

- 8.1 This Agreement, pages 1 to 8, inclusive.
- 8.2 Performance and Payment Bonds.
- 8.3 Certificates of Insurance.
- 8.4 Notice of Award.
- 8.5 Construction Documents and Specifications bearing the title: **Tullamore Sports Complex | Irrigation Well Project**, dated September 2022, to include, but not limited to Contract Documents, Specifications, General Conditions, Supplementary Conditions – Owner, Addenda and consisting of divisions and pages, as listed in Table of Contents.
- 8.6 Drawings bearing the title: **Tullamore Sports Complex, Irrigation Well Project**, dated September 2022, consisting of sheets numbered 1 through 3, inclusive.

- 8.7 Addendums Numbered 1-2, dated 10/03/2022 and 01/12/2023; **Tullamore Sports Complex | Irrigation Well Project.**
- 8.8 CONTRACTOR's Bid, dated 02/01/2023, including Additional Bid Forms, attached.
- 8.9 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Field Order, Work Change Directive, Change Order, or Written Amendment as defined in Article 1 of the General Conditions. Copies of the appropriate forms are included in Section II of the document referenced in item 8.5 above.

#### **Article 9 MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

#### **Article 10 OTHER PROVISIONS**

##### 10.1 Contractor's Certifications

- 10.1.1 Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.1.1:
  - 10.1.1.1 "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

- 10.1.1.2 “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- 10.1.1.3 “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 10.1.1.4 “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## 10.2 Other Provisions

- 10.2.1 The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
  - 10.2.1.1 To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
  - 10.2.1.2 That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
  - 10.2.1.3 That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.
- 10.2.2 Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability

for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

10.3 Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.

10.4 The CONTRACTOR shall not commence work on the project until receipt of the Notice To Proceed. Contract time shall commence on the effective date of the Notice to Proceed.

10.5 Additional Requirements of the State of Idaho. The clauses contained in this Article 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 Agreement 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.

10.5.1 Boycotting Israel: CONTRACTOR certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

10.5.2 Contract with Abortion Providers: To the extent this agreement is subject to the use of public funds, CONTRACTOR certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" Idaho Code Title 18, Chapter 87).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and OWNER'S AUTHORIZED REPRESENTATIVE. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by OWNER'S AUTHORIZED REPRESENTATIVE on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2023.

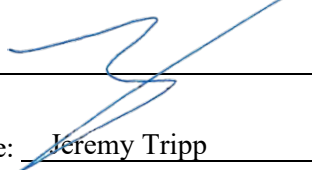
OWNER:

CONTRACTOR:

City of Post Falls

Big Sky ID Corp

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jeremy Tripp


Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 4/5/23

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Attest  \_\_\_\_\_

Address for giving notices:

10063 Navion Dr, Hayden, ID 83835  
\_\_\_\_\_  
\_\_\_\_\_

License No.: 002207-U

Agent for service of process:

**CITY OF POST FALLS**  
**AGENDA REPORT**  
New Business  
**MEETING DATE: 04/18/2023**

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**DATE:** 04/12/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ross Junkin  
**SUBJECT:** Purchase of replacement asphalt paver

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**ITEM AND RECOMMENDED ACTION:**

City Staff requests that the Mayor and Council approve the purchase of (1) new Leeboy 8520B from Pape Machinery, Inc. using Sourcewell cooperative purchasing pricing. The new paver will replace the City's existing (S513) 2012 CAT Weiler P385 paver. The new replacement paver will be assigned to our Streets division. City staff requests that Council approve the purchase of (1) new Leeboy 8520B in the total amount of \$219,430.60

**DISCUSSION:**

The FY23 approved budget includes replacement funds for (1) Street department replacement paver.

This paver has been on the replacement schedule for a number of years now for a few different reasons. First, the existing 2012 CAT Weiler P385 paver is no longer supported by the dealer (no longer made), and they have indicated that they won't be able to make future repairs or find necessary replacement parts. Last year we had the dealer service the paver trying to correct a drive system issue (pulling to one side). At the current time, we continue to have problems with the drive system despite the dealer's attempts to correct it.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

No

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$219,430.60

**BUDGET CODE:**

001-434.0000.90010





*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:** March 14, 2023  
**Re:** March 21, 2023, Cooperative Purchasing – Leeboy 8520B

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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 January 18, 2023, I received copies of contract documents that were received by Public Works utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 4/12/2022 and opened the proposals on 6/1/2022 and awarded the contract to ST Engineering LeeBoy, Inc. The associated RFP, Proof of Publication, Evaluation, and any Comment & Review documents can be viewed on Sourcewell’s website [here](#). Of note, the Comment & Review said that “ST Engineering LeeBoy, Inc., is a manufacturer of a line of pavers, distributors, planers, and compactors. Ther[e] service offerings include operator and maintenance training for each machine sold. Leeboy has a robust sales force throughout all 50 states and Canada. They are offering a solid discount off list price on new equipment sales, with available financing or leasing options and a rent to own alternative.”

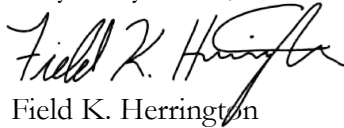
Based upon the contract amount being over \$100,000, the contract, along with a staff memo explaining the reason for the procurement must be presented for approval by City Council and signed by the Mayor.

My review of the competitive solicitation process completed by Sourcewell leads me to conclude, on a purely legal level, that ST Engineering LeeBoy, Inc. through the seller Pape Machinery is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

Therefore, the city of Post Falls may go ahead with the procurement of the LeeBoy Paver as indicated on the quote from Pape Machinery.

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

Very Truly Yours,



Field K. Herrington  
Deputy City Attorney

# Selling Equipment



**MACHINERY**

Quote Id: 26592176

Customer: CITY OF POST FALLS

## LEEBOY PAVER, ASPHALT, TRACK - PM151738

Equipment Notes: ON OR-11/04/21 FDD 01/13/23

Hours: 0

Stock Number: PM151738

**Suggested List**

\$ 219,430.60

**Selling Price**

\$ 219,430.60

Code	Description	Qty	Unit	Extended
-	LEEBOY PAVER, ASPHALT, TRACK	1	\$ 235,034.00	\$ 235,034.00
<b>Standard Options - Per Unit</b>				
SOURCEWELL	052417-VTL SOURCEWELL CONTRACT	1	\$ -23,503.40	\$ -23,503.40
<b>Standard Options Total</b>				<b>\$ -23,503.40</b>
<b>Dealer Attachments</b>				
FREIGHT	FACTORY FREIGHT	1	\$ 6,500.00	\$ 6,500.00
PDI	PRE-DELIVERY	1	\$ 1,000.00	\$ 1,000.00
DELIVERY	DELIVERY POST FALLS	1	\$ 400.00	\$ 400.00
<b>Dealer Attachments Total</b>				<b>\$ 7,900.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Suggested Price</b>				<b>\$ 219,430.60</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ 219,430.60</b>

## FINAL/ SALES ORDER

**Prepared For:**

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

**Prepared By:**

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

**Quote Id:** 26592176  
**Created On:** 01 May 2022  
**Last Modified On:** 28 March 2023  
**Expiration Date:** 20 December 2023

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
LEEBOY PAVER, ASPHALT, TRACK - 8520-378013	\$ 219,430.60 X	1 =	\$ 219,430.60

**Equipment Total** **\$ 219,430.60**

	<b>Quote Summary</b>	
CUSTOMER# 700918	Equipment Total	\$ 219,430.60
	SubTotal	\$ 219,430.60
ON ACCT	Total	\$ 219,430.60
	Down Payment	(0.00)
	Rental Applied	(0.00)
	<b>Balance Due</b>	<b>\$ 219,430.60</b>

Salesperson : X \_\_\_\_\_

DATE: \_\_\_\_\_ Accepted By : X \_\_\_\_\_