WORKSHOP – 5:00 pm Basement Conference
Room Topic: Tiny Home Design Standards

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS
Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

CEREMONIES ANNOUNCEMENTS APPOINTMENTS PRESENTATION:
  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”
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<tr>
<th>Date</th>
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<tr>
<td>Apr 18</td>
<td>5:00 pm</td>
<td>City Council Workshop – Tiny Home Design Standards</td>
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City business offices are closed in Observance of Memorial Day
City business offices are closed in Observance of Juneteenth
City Business offices are close in Observance of the 4th of July
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.
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 8th 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 20th City Council meeting is being moved to June 15th. The July 4th City Council meeting is being moved to July 5th due to the holiday.
 c. Proclamation – Fair Housing Month

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

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.  
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 4th, 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.
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.
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.
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.
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 REFLECT 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.
Motion Carried

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

ACTION ITEMS:
   a. 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.
   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.
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, if 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.
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**

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

   **None**

7. **MAYOR AND COUNCIL COMMENTS**

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

   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

_______________________________________
Ronald G. Jacobson, Mayor

_______________________________________
Shannon Howard, City Clerk
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**

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Dept 424 Total: 97.07
Dept 427 Total: 509.10
Dept 431 Streets Total: 7,681.60
Dept 433 Total: 183.93
Dept 433 Total: 183.93

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**Dept 434 Total:** $5,351.55

**Dept 441 Urban Forestry**

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**Dept 441 Total:** $178.16

**Dept 442 Cemetery**

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**Dept 442 Total:** $304.61

**Dept 443 Parks**

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**Fund 652 Total:** 44,342.20

**Fund 651 Total:** 328,874.86

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**Report Total:** 1,169,844.19
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DATE: 04/05/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell

SUBJECT: Various Fixed Asset Disposals

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

9/30/2007
6/24/2005
3/15/2005
7/1/2001
1/21/2002
7/1/1997
9/1/1995
5/1/1995
2/1/1995
5/1/1992
1/1/1990
1/1/1979
1/1/1974
1/1/1973

980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400

Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed

Dispoal Type

Streets-431
3968
3930
3926
3715
3715a
3611
3718
3269
3187
1605
1632
1635
1633
1636

Meyer Snow Plow 08 F550
Pave-Mate Liquide Asphalt Sprayer - Distributor
Wanco WVTM-04 Mini Matrix Reader Board w/ Trailer
2002 Mack Truck
Diamondbilt Flusher/De-Icer
Paint Striper
Snowplow Blade
1991 Freightliner Dump Truck
Melting Pot 110 Gallons
1992 Ford Tractor
Root Springs Scrapper Plow
Snow Plow #11
Snow Plow #15
Snow Plow #8

M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E

1979 Dodge 1 Ton Dump Truck [C102]
Millcreek Top Dresser
48" Mower Blade & Machine
727A Mini Z Riding Mower & Mount Kit
John Deere 717 A Z Trak Mower
John Deere 727A Z Trak Mower

6
M&E
M&E
M&E
M&E
M&E

3000.00
7/1/1990
8260.00
7/1/1998
5149.00 4/30/1999
8249.00 5/13/2005
6028.00 10/22/2006
7100.00 10/22/2006

980-15900
980-15400
980-15400
980-15400
980-15400
980-15400

8/19/2014 Disposed at Auction
Destroyed/Disposed
Disposed at Auction
Disposed at Auction
Disposed at Auction
Disposed at Auction

3973 Meyer Snow Plow
1891 1978 FORD 3/4 TON SERVICE BODY

M&E
6

6464.00
2500.00

9/30/2007
9/1/1999

980-15400
980-15900

Destroyed/Disposed
11/3/2015 Destroyed/Disposed

2702 1983 Generator

M&E

11500.00

12/1/1985

750-15400

Destroyed/Disposed

5348.00 12/31/1994
5725.00 7/31/1990
113350.00 11/1/1988
7000.00
4/1/1988
131400.00 6/30/1979
70013.00 6/30/1979
11150.00 6/30/1979
15100.00 6/30/1979
11736.00 6/30/1979
14000.00 6/30/1979
45827.00 6/30/1979
7833.00 6/30/1979
9500.00 6/30/1979
9158.00
6/1/1979
9158.00
6/1/1979

650-15400
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650-15400
650-15400
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650-15400
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650-15400
650-15400
650-15400

Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed

Cemetery-442
1596
3853
3855b
3931
3952
3953

6464.00
17934.00
14875.00
63995.00
78388.00
33625.00
8336.00
62578.00
7950.00
27215.00
7500.00
6500.00
6000.00
6000.00

Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed

Fleet-434

Water-750

Wastewater-650
3146
1788
2443
1836
10363
10358
10356
10353
10436
10364
3802
10359
10355
3804
3805

Captair Ductless Fumehood
Sampler
Belt Filter Press
1988 Toro Mower 117 Groundmaster
Aeration Rotors & Installation
(2) INSTN Chlorinators
INSTN Ras Pumps
INSTN Sludge Blowers
Sanitair Air Equipment
INSTN Sanitair Air Equipment (3) Blowers
Emergency Generator
Grit Classifier
INSTN Was Pump
Utility Water Pump
Utility Water Pump

City Clerk-415
3639 Scanner DR3020 w/ISIS & Software

M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E

M&E

10882.00

6/1/2000

980-15400

Destroyed/Disposed

Nikon S6000 Digital Camera
1978 FORD F 150
1992 Cushman Mower
Copier Lanier
Radio Consol Motorola
Kawasaki 4X4
Toro Proline 120 Riding Mower
Excel 4600 Riding Mower
Excel 4600 Riding Mower Deck
Excel 4600 Riding Mower R-Wing
Excel 4600 Riding Mower L-Wing
45 Picnic Tables Wood 8'
30 Picnic Tables Wood 8'

3
6
M&E
M&E
M&E
Vehicles
M&E
M&E
M&E
M&E
M&E
M&E
M&E

150.00
3000.00
10000.00
8917.00
25000.00
8256.00
5175.00
6057.75
6057.75
6057.75
6057.75
5760.00
6000.00

3/3/2011
10/1/1978
8/1/1992
10/1/1992
1/1/1989
3/1/1999
4/1/1996
4/1/1998
4/1/1998
4/1/1998
4/1/1998
6/1/1976
6/1/1976

980-15900
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980-15500
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400
980-15400

Destroyed/Disposed
5/5/2015 Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
11/3/2015 Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed
Destroyed/Disposed

2005 Buick Sedan
2001 Chevrolet Impalla
1999 Ford Crown Victoria
Radar Trailer w/o Display '98
DVD Robot automated DVD Burner
Eyewitness System #39
Eyewitness System #34
Eyewitness System #26
Eyewitness System #23
Eyewitness System #25
Eyewitness System #5
Eyewitness Systems

Vehicles
Vehicles
Vehicles
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E
M&E

15407.00
19915.00
20754.00
8210.00
10290.00
5055.00
5030.00
5020.00
5055.00
5020.00
5030.00
5030.00

3/15/2005
3/1/2001
4/1/1999
3/1/2001
6/1/2012
1/1/2001
12/1/1998
8/1/1999
2/1/2000
8/1/1999
12/1/1998
12/1/1998

980-15500 6/20/2017 Destroyed/Disposed
980-15500 10/18/2016 Destroyed/Disposed
980-15500 11/3/2015 Destroyed/Disposed
980-15400 11/3/2017 Sold
980-15400
Destroyed/Disposed
980-15400
Destroyed/Disposed
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Destroyed/Disposed
980-15400
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980-15400
Destroyed/Disposed
980-15400
Destroyed/Disposed

Parks-443
5442
1842
1844
2470
2655
3858
3859
3864
3864a
3864b
3864c
10072
10074
Police-421/427
3924
3871
3781
3697
1022
3725
3730
3733
3735
3736
3768
3867


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<td>10444</td>
<td>7210 Server w/Monitor</td>
<td>M&amp;E</td>
<td>6329.00</td>
<td>7/1/2000</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
</tr>
<tr>
<td>10483</td>
<td>Wireless Project - Grant</td>
<td>M&amp;E</td>
<td>149900.00</td>
<td>9/1/2002</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
</tr>
<tr>
<td>10484</td>
<td>LLEGB Grant - Video Equipment</td>
<td>M&amp;E</td>
<td>16990.47</td>
<td>9/1/2003</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
</tr>
<tr>
<td>10485</td>
<td>Car Computer Equipment - Grant</td>
<td>M&amp;E</td>
<td>31246.26</td>
<td>9/1/2003</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
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<tr>
<td>10611</td>
<td>ALPR Unit (Bridge Camera System)</td>
<td>M&amp;E</td>
<td>68869.59</td>
<td>9/30/2007</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
</tr>
<tr>
<td>10700</td>
<td>Bridge Camera System</td>
<td>M&amp;E</td>
<td>45519.50</td>
<td>9/30/2008</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
</tr>
<tr>
<td>10738</td>
<td>Mobile Data System</td>
<td>M&amp;E</td>
<td>22146.33</td>
<td>9/30/2009</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
</tr>
<tr>
<td>10791</td>
<td>Microwave Project - install a link from PF PD to Kootenai County Sheriff's office</td>
<td>M&amp;E</td>
<td>43000.00</td>
<td>10/1/2010</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
</tr>
<tr>
<td>10807</td>
<td>New Car Computers</td>
<td>M&amp;E</td>
<td>16000.00</td>
<td>9/30/2011</td>
<td>980-15400</td>
<td>Destroyed/Disposed</td>
</tr>
</tbody>
</table>
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 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: Cemetery DEPT.# 442 DATE: ______
OF DISPOSAL

CATEGORY OF ASSET:
☐ LAND
☐ BUILDING
☒ 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 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: 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: MGF525A181501 & MO048FA041614

TAG# 3855b 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
USEFUL LIFE OF ASSET INCREASED YES NO

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: Cemetery  DEPT. #: 442  DATE: __________

OF DISPOSAL

CATEGORY OF ASSET:
☐ LAND
☐ BUILDING
☑ 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# ______________ SERIAL # ___________ MODEL# ______________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☑ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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: Cemetery
DEPT.#: 442
DATE: __________
OF DISPOSAL

CATEGORY OF ASSET:
☐ LAND
☐ BUILDING
☑ 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# __________ SERIAL# FH601VC25573 MODEL# __________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☑ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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: 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

☐ OTHER:

☐ LOST
Please attach police report
☐ STOLEN
Please attach police report

REPLACED
USEFUL LIFE OF ASSET INCREASED
YES _ NO _

ESTIMATED REMAINING USEFUL LIFE

Victoria Howell

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)
<table>
<thead>
<tr>
<th>Description</th>
<th>Tag</th>
<th>Serial</th>
<th>Department</th>
<th>Class</th>
<th>ACQ Date</th>
<th>Original Cost</th>
<th>Location</th>
<th>Notes</th>
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<tbody>
<tr>
<td>2019 Kioti K9 2440 UTV orange with sno-way V plow</td>
<td>4292</td>
<td>AD1UW24CTK2000016</td>
<td></td>
<td>99.142</td>
<td>1/23/2020</td>
<td>19479.77</td>
<td>Cemetery</td>
<td></td>
</tr>
<tr>
<td>John Deere Z920 M Gas Mower 48&quot; Deck</td>
<td>4323</td>
<td>1Tc920MALJX060186</td>
<td></td>
<td>99.142</td>
<td>4/27/2018</td>
<td>7788</td>
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<td></td>
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<tr>
<td>John Deere Zero Turn Mower with 54&quot; Deck</td>
<td>4128</td>
<td>1TC920MVADT011910</td>
<td></td>
<td>99.142</td>
<td>11/25/2013</td>
<td>7960</td>
<td>200-Perpetual Care</td>
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<tr>
<td>John Deere 727A Z Trak Mower</td>
<td>3953</td>
<td>FG680VBS22249</td>
<td></td>
<td>99.142</td>
<td>10/22/2006</td>
<td>7100</td>
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<td>Auction</td>
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<tr>
<td>John Deere 717 A Z Trak Mower</td>
<td>3952</td>
<td>FH801VCC25573</td>
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<td>99.142</td>
<td>10/22/2006</td>
<td>6028</td>
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<td>Auction</td>
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<td>727A Mini Z Riding Mower &amp; Mount Kit</td>
<td>3931</td>
<td>TC727AX013311</td>
<td></td>
<td>99.142</td>
<td>5/13/2005</td>
<td>8249</td>
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<td>Auction</td>
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<td>48&quot; 18 HP Toro Sweeper</td>
<td>3856</td>
<td>200000110</td>
<td></td>
<td>99.142</td>
<td>7/1/2000</td>
<td>12235</td>
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<td></td>
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<tr>
<td>48&quot; Mower Blade &amp; Machine</td>
<td>3855b</td>
<td>MOF525A181501;</td>
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<td>99.142</td>
<td>4/30/1999</td>
<td>5149</td>
<td>442-Cemetery</td>
<td>Auction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MOO48FA041614</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Millcreek Top Dresser</td>
<td>3853</td>
<td></td>
<td></td>
<td>99.142</td>
<td>7/1/1998</td>
<td>8260</td>
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<td>Disposed</td>
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<td>455 Tractor</td>
<td>3058</td>
<td>M0045SC030172</td>
<td></td>
<td>99.142</td>
<td>11/1/1994</td>
<td>8000</td>
<td>442-Cemetery</td>
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<tr>
<td>1986 12HP Lawn Sweeper (C422)</td>
<td>1360</td>
<td>K301RT1601344953</td>
<td></td>
<td>99.142</td>
<td>8/1/1995</td>
<td>6628</td>
<td>442-Cemetery</td>
<td></td>
</tr>
<tr>
<td>1979 Dodge 1 Ton Dump Truck [C102]</td>
<td>1596</td>
<td>D31BE8510886</td>
<td>6</td>
<td>99.142</td>
<td>7/1/1993</td>
<td>3000</td>
<td>C 102</td>
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<tr>
<td>2008 Ford F550 4 x 4 Cab</td>
<td>3975</td>
<td>1FDBFS7Y78EA94318</td>
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<td>5/8/2007</td>
<td>29812.77</td>
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<td>2021 Chevrolet Silverado 2500HD</td>
<td>4311</td>
<td>1GCSYLE79MF127547</td>
<td></td>
<td>99.142</td>
<td>12/7/2020</td>
<td>29744.2</td>
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<td>C103</td>
<td></td>
<td></td>
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</tbody>
</table>
Victoria Howell

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 bee 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
☑ 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 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)
<table>
<thead>
<tr>
<th>Description</th>
<th>Tag</th>
<th>Serial</th>
<th>Department</th>
<th>Class</th>
<th>ACQ Date</th>
<th>Original Cost</th>
<th>Location</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scanner DR3020 w/ISIS &amp; Software</td>
<td>3639</td>
<td>AZDM11023/AA309911</td>
<td>001.415</td>
<td>Machinery/Equipment</td>
<td>6/1/2000</td>
<td>10882</td>
<td>415-City Clerk</td>
<td>Disposed</td>
</tr>
</tbody>
</table>
I’m copying Mike Hill because that’s his area. Any asset acquisitions or disposals are handled by him.

Do you have record of the disposal by chance?

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

Good morning Mike,

Do you happen to know anything about this scanner?

Victoria Howell
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.

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

City of Post Falls
PO Box 789
Post Falls, ID 83877
208.457.3305
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 __________

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:
Meyer Snow Plow

TAG# 3973 SERIAL# FDAP57Y78E94318 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 ___________ 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# ___________ SERIAL # ___________ MODEL# ___________ MODEL# ___________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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 ___________

__________________________________________
Victoria Howel

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)
<table>
<thead>
<tr>
<th>Description</th>
<th>Tag</th>
<th>Serial</th>
<th>Department</th>
<th>Class</th>
<th>ACQ Date</th>
<th>Original Cost</th>
<th>Location</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Honda spray pump system and setup</td>
<td>4285</td>
<td>001.434</td>
<td>Machinery/Equipment</td>
<td>9/30/2019</td>
<td>8496.72</td>
<td>431-Streets</td>
<td></td>
<td></td>
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<td>Replacement Traffic Control Trailer</td>
<td>4255</td>
<td>5DEFS1828K1007914</td>
<td>Machinery/Equipment</td>
<td>11/20/2018</td>
<td>3039</td>
<td>Public Works</td>
<td></td>
<td></td>
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<tr>
<td>Diagnostic Tool</td>
<td>4256</td>
<td>001.434</td>
<td>Machinery/Equipment</td>
<td>11/20/2018</td>
<td>6075</td>
<td>491-Fleet</td>
<td></td>
<td></td>
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<tr>
<td>2 Ton Mobile Gantry crane and 2 ton cm electric chain host</td>
<td>4425</td>
<td>VK0043-001</td>
<td>Machinery/Equipment</td>
<td>4/8/2018</td>
<td>12574.17</td>
<td>Fleet</td>
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<td>4114</td>
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<td>3/27/2013</td>
<td>14702.32</td>
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<tr>
<td>Diagnostic Tool</td>
<td>4127</td>
<td>2BTSAG8847</td>
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<td>10/24/2012</td>
<td>5549</td>
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<td>Meyer Snow Plow</td>
<td>3973</td>
<td>FDAF57Y878E94318</td>
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<td>9/30/2007</td>
<td>6464</td>
<td>491-Fleet</td>
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<tr>
<td>Rugby FDS 9-4 Fold Down side dump body</td>
<td>3974</td>
<td>255760</td>
<td>Machinery/Equipment</td>
<td>8/24/2007</td>
<td>7890</td>
<td>491-Fleet</td>
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<td></td>
</tr>
<tr>
<td>Ammco Vehicle Lift</td>
<td>3921</td>
<td>203F01241</td>
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<td>11/22/2004</td>
<td>5290.95</td>
<td>491-Fleet</td>
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<td></td>
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<tr>
<td>1978 FORD 3/4 TON SERVICE BODY</td>
<td>1891</td>
<td>F27HRCC0301</td>
<td>5</td>
<td>9/7/1999</td>
<td>2500</td>
<td>M 101</td>
<td>Disposed</td>
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<tr>
<td>2016 Nissan Frontier</td>
<td>4188</td>
<td>1N64A0E78GN732903</td>
<td>Vehicles</td>
<td>8/17/2016</td>
<td>24872.57</td>
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<td>2016 Nissan Frontier</td>
<td>4253</td>
<td>1N64A0EYJHN764872</td>
<td>Vehicles</td>
<td>10/12/2018</td>
<td>27899</td>
<td>491-Fleet</td>
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<td>2018 Dodge Ram with Strobe light and bar</td>
<td>4254</td>
<td>3C7WRTBBLUG104688</td>
<td>Vehicles</td>
<td>10/29/2018</td>
<td>45422.8</td>
<td>491-Fleet</td>
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<tr>
<td>2000 Chevrolet Silverado</td>
<td>4257</td>
<td>1G8JK74K9E150216</td>
<td>Vehicles</td>
<td>12/9/2019</td>
<td>21500</td>
<td>Public Works</td>
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<tr>
<td>2017 Peterbilt Model 348 S237</td>
<td>4291</td>
<td>2NP3LJ0X7MM753811</td>
<td>Vehicles</td>
<td>12/9/2019</td>
<td>95749</td>
<td>431-Streets</td>
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<td>Water Truck Build Out for S237--Assem4291</td>
<td>4291A</td>
<td>2NP3LJ0X7MM753811</td>
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<td>4/27/2021</td>
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<td>2021 Hyundai Tucson</td>
<td>4327</td>
<td>KM5J2CA4XMU286578</td>
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<td>3/1/2021</td>
<td>21837.11</td>
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<td>2021 Hyundai Tucson</td>
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<td>Vehicles</td>
<td>3/1/2021</td>
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<td>2021 GMC Sierra 2500</td>
<td>4331</td>
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<td>2021 Chevy Silverado 6500 Medium Duty</td>
<td>4368</td>
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<td>2022 GMC 3500HD F101</td>
<td>4370</td>
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<td>Vehicles</td>
<td>1/31/2022</td>
<td>37327.8</td>
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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
☐ SOLD
☐ TRADED IN
☐ OTHER:

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

REPLACED

USEFUL LIFE OF ASSET INCREASED

YES ☐ ☐ NO ☐ ☐

ESTIMATED REMAINING USEFUL LIFE

__________________________________________

VICTORIA HAWKSS

AUTHORIZED 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  SELLING PRICE
☐ SOLD
☐ 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: ______________________ 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

☐ OTHER:

☐ LOST
   Please attach police report
☐ STOLEN
   Please attach police report

SELLING PRICE ____________
SELLING PRICE ____________
CASH VALUE/TRADE IN ____________

☐ REPLACED
USEFUL LIFE OF ASSET INCREASED YES  NO

YES  NO

ESTIMATED REMAINING USEFUL LIFE ____________

AUTHORIZED SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

ASSET MANAGER SIGNATURE

Victoria Howell
CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME: Parks
DEPT.# 443
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
☐ SOLD
☐ TRADED 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: [Blank]

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# [Blank]

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☐ SOLD AT AUCTION   SELLING PRICE [Blank]
☐ SOLD   SELLING PRICE [Blank]
☐ TRADED IN   CASH VALUE/TRADE IN [Blank]

☐ 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: _______________

Toro Proline 120 Riding Mower

TAG# 3859 SERIAL# 30610-690247 MODEL# ___________

REASONS 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 _______________

VICTORIA HOWELL

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: __________________________

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

(Please attach Fixed Asset Acquisition Form)
CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME: Parks
DEPT.#: 443
DATE: __________

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: __________

☐ 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: Parka
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 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)
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<th>Description</th>
<th>Tag</th>
<th>Serial</th>
<th>Dept</th>
<th>Class</th>
<th>ACQ Date</th>
<th>Original Cost</th>
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<td>1842</td>
<td>F15BRCE8147</td>
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<td>6</td>
<td>10/1/1978</td>
<td>3000</td>
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<td>1991 Ford LTD White</td>
<td>2688</td>
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<td>Vehicles</td>
<td>1/1/1984</td>
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<td>92 Ford Crown Victoria White</td>
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<td>2004 1/2 ton GMC Pickup</td>
<td>3907</td>
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<td>2007 Ford F150 Pickup</td>
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<td>001.443</td>
<td>Vehicles</td>
<td>3/16/2007</td>
<td>13998.15</td>
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<td>2010 Ford F250 4 Door Cab Pick-Up</td>
<td>4061</td>
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<td>001.443</td>
<td>Vehicles</td>
<td>12/22/2009</td>
<td>21956.32</td>
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<tr>
<td>2010 Ford F250 Super Duty 4x4 Pick-up 2 Door White</td>
<td>4063</td>
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<td>001.443</td>
<td>Vehicles</td>
<td>1/6/2010</td>
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<td>2010 Ford F250 Super Duty 4x4 Pick-up 2 Door White</td>
<td>4064</td>
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<td>1/6/2010</td>
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<td>2011 Ford F150 2wd Supercab XL</td>
<td>4084</td>
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<td>001.443</td>
<td>Vehicles</td>
<td>4/12/2011</td>
<td>20371.95</td>
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<td>2005 Ford E350 Ext Wagon (van)</td>
<td>4087</td>
<td>1FBSS31L85HB13222</td>
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<td>8/29/2011</td>
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<td>2012 FORD F250 PICK-UP</td>
<td>4096</td>
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<td>1992 International Bus Diesel, 72 passenger</td>
<td>4134</td>
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<td>6/2/2014</td>
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<td>2014 Ford F150 Pick-up P123</td>
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<td>9/3/2014</td>
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<td>2015 F250 Ford Utility Truck</td>
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<td>-------</td>
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<td>Neco 2015 PJ Flatbed Trailer</td>
<td>4149</td>
<td>4P5F82328F220006</td>
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<td>2021 Chevrolet Silverado 2500HD</td>
<td>4313</td>
<td>1GCSYLE77MF127384</td>
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<td>V-Series, 2019 Charcoal Trailer with ramp and ladder rack</td>
<td>5529</td>
<td>5NHUHV22XKF714652</td>
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<td>1994 Ford Crown Victoria</td>
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<td>Surplus</td>
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<td>Landpride Flail Mower</td>
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<td>ProCore 1298 Aerator</td>
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<td>Verticutter VC 60</td>
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<td>Workman GTX Extended Electric UTV</td>
<td>4299</td>
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<td>JCB Forklift with man cage &amp; bucket</td>
<td>4296</td>
<td>2930208</td>
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<td>Toro Outcross with cargo bed, loader selector valve and bucket</td>
<td>4293</td>
<td>40596854</td>
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<td>MH-400 Material Handler withwin spinner</td>
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<td>Toro Groundsmaster 1200 mowern</td>
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<td>Pro Force Debris Blower</td>
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<td>Foamstream M-1200 Unit with Attachments</td>
<td>4294</td>
<td>FM181</td>
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<td>Playground Equipment and benches Beck Park</td>
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<td>Clearing Saw/Brush Trimmer FS 380C-em</td>
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<td>TurboVac TV40RE EngDrive w/o Rotor</td>
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<td>TV0RE18A33</td>
<td>Machinery/Equipment</td>
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<td>Clearspan Tent and Poles</td>
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<td>40 Picnic Tables Frames</td>
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<td>Groundsmaster 4500-D with windshield, leaf mulching and ROPS extension kits</td>
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<td>2018 Bobcat Tocat Loader - 5610 with 62&quot; Skid Loader</td>
<td>4223-</td>
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<td>2018 Carhauler Tilt Trailer; Split Title Custom</td>
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<td>2017 Kubota RTV and Kubota 72&quot; Blade V5290, Screen Bar Rear</td>
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<td>Toro Z-Master Mower with 72&quot; Deck</td>
<td>4215</td>
<td>401358363</td>
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<td>Toro 74518 48&quot; Grandstand 23HP Lawn Mower</td>
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<td>Kubota Tractor wth TL-V Loader/Backhoe with 24&quot; SN:A0689; BT2400V Bucket SN:A0675 with 24&quot; Bucket, Kubota 12&quot; QT</td>
<td>4205</td>
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<td>Lumberjack series pump track equipment kit</td>
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<td>Toro 5040 Sand Pro; including rear mount tooth rate, front lift frame, front flex blade, solid time tool bar, and mid-mount</td>
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<td>1 Lumberjack Speed Ring</td>
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<td>2014 Kubota RTV Diesel Utility Vehicle</td>
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<td>TopCon Laser Level</td>
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<td>2/10/2011</td>
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<td>Nikon CoolPix Digital Camera with Case and 4GB Card</td>
<td>4549</td>
<td>30274953</td>
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<td>1/6/2011</td>
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<td>4556</td>
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<td>12/14/2010</td>
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<td>Brillion Sure Stand Grass Seeder</td>
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<td>Skybuilder Playground Equipment - Beck Park</td>
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<td>12/21/2005</td>
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<td>3633 Small Hexagonal Playground Equip</td>
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<td>9/10/2003</td>
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<td>Bleachers</td>
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<td>11/28/2001</td>
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<td>Excel 4600 Riding Mower R-Wing</td>
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<td>6057.75 Surplused</td>
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<td>Excel 4600 Riding Mower L-Wing</td>
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<td>Hydoseeder</td>
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<td>8/1/1996</td>
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<td>Backstop Addition</td>
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<td>4/1/1996</td>
<td>6701</td>
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<td>Toro Proline 120 Riding Mower</td>
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<td>4/1/1996</td>
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<td>Playground Equip Castle</td>
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<td>4/1/1995</td>
<td>21100</td>
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<td>Copier Lanier</td>
<td>2470</td>
<td>111849</td>
<td>Machinery/E</td>
<td>10/1/1992</td>
<td>8917    Surplused</td>
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<td>1992 Olathe Sweeper</td>
<td>1835</td>
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<td>Machinery/E</td>
<td>1/1/1991</td>
<td>10500   Surplused</td>
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<td>Radio Consol Motorola</td>
<td>2655</td>
<td>3101012310055</td>
<td>Machinery/E</td>
<td>1/1/1989</td>
<td>25000   Surplused</td>
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<td>45 Picnic Tables Wood 8'</td>
<td>10072</td>
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<td>Machinery/E</td>
<td>6/1/1976</td>
<td>5760    disposed</td>
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<td>30 Picnic Tables Wood 8'</td>
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<td>Machinery/E</td>
<td>6/1/1976</td>
<td>6000    disposed</td>
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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 # 2G4W52Z751127925
MODEL# __________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☒ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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 _____________________ 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 Impala

Disposed of 10/18/16

TAG# ____________ SERIAL # ____________ MODEL# ____________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☒ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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

Dispos ed of 11/3/15

TAG# 3781 SERIAL # 2BFPW71W0XX161417 MODEL#

REASON FOR DISPOSAL (MANDATORY):

☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN

☐ OTHER:

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

SELLING PRICE
SELLING PRICE
CASH VALUE/TRADE IN

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: Police Dept. DEPT.#: 421 DATE: [blank]

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
☐ CASH VALUE/TRADE IN

$500.00

AUTHORIZED SIGNATURE

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

Victoria 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 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 ______ 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
☐ 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 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 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# _______ 888-8888-02 _______ MODELN

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN
☐ OTHER:

☐ LOST
☐ STOLEN

Please attach police report

Selling Price ___________________
Selling Price ___________________
CASH VALUE/TRADE IN ___________________

☐ OTHER:

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

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

☐ OTHER:

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

SELLING PRICE _________________________
SELLING PRICE _________________________
CASH VALUE/TRADE IN _________________________

☐ 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:

Byewitness System #25

TAG#: 3736 SERIAL#: 888-8888-03 MODEL#: ____________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN
☐ OTHER: ____________

☐ LOST
   Please attach police report
☐ STOLEN
   Please attach police report

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

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 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 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# E804514 MODEL#

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☒ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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: ____________________________

Witness Video Camera

TAG# _3872_ 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: 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# 1A03216 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 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# __________ SERIAL# __________ MODEL# __________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☒ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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
☐ 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 ☑
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# __________ SERIAL # __________ MODEL# __________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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  SELLING PRICE: ________________
☐ SOLD
☐ 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: 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# ______ SERIAL# ______ MODEL# ______

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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 _______ 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

☐ OTHER:

☐ LOST
☐ STOLEN

Please attach police report

SELLING PRICE ______________________
SELLING PRICE ______________________
CASH VALUE/TRADE IN ______________________

□ OTHER:

□ LOST
☐ 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 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 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 # GP936085-ADBC8 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 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 200 Array

TAG#  4052
SERIAL # ____________
MODEL# ____________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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: ____________________

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 P5B PE2950

TAG# 4054  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

(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:

________________________________________________________________________

________________________________________________________________________

TOPCAM 2 System IR Camera

________________________________________________________________________

TAG# __________ SERIAL# __________________ MODEL# __________________

REASON FOR DISPOSAL (MANDATORY):

☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN
☐ OTHER: ____________________________

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

SELLING PRICE __________________
SELLING PRICE __________________
CASH VALUE/TRADE IN

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 SELLING PRICE __________
☐ SOLD
☐ 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 __________ 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:

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 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 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# ____________ 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 0 years

________________________________________ Authorize SIGNATURE

________________________________________ Asset MANAGER SIGNATURE

(Please attach Fixed Asset Acquisition Form)
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 SELLING PRICE
☐ SOLD SELLING PRICE
☐ TRADED IN 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:

HP Pavilion DV4-1548DX

TAG#: 4551 SERIAL#: 3CE9476DEW MODEL#:

REASON FOR DISPOSAL (MANDATORY):

☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN

☐ OTHER:

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

SELLING PRICE

CASH VALUE/TRADE IN

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# 2ZRFNM1 MODEL# __________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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# FP9WPM1 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 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
☐ 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:

_________________________________________

____________________________
_________________________________________

TAG# 10483  SERIAL #  MODEL#

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☒ DESTROYED / DISPOSED
☐ SOLD AT AUCTION  SELLING PRICE __________
☐ SOLD
☐ TRADED IN  SELLING PRICE __________

☐ 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 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: ____________________________________________

LLR65B Grant - Video Equipment __________________________

TAG# 10434 SERIAL # MODEL# ______________________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION        SELLING PRICE ____________________________
☐ SOLD
☐ TRADED IN             SELLING PRICE ____________________________
☐ OTHER: 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 _______ 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 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 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  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  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
☒ 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#________ 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 ___________ 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:

☐ 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: ________________

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 PFPPD to Kootenai County Sheriff's Office

TAG# 10791 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
☐ USEFUL LIFE OF ASSET INCREASED
☐ ESTIMATED REMAINING USEFUL LIFE 0 years

YES  NO

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:

☐ LOST
Please attach police report
☐ STOLEN
Please attach police report

REPLACED
USEFUL LIFE OF ASSET INCREASED
YES ☐
NO ☐

YES ☐
NO ☐

ESTIMATED REMAINING USEFUL LIFE ________________
0 years

AUTHORIZED SIGNATURE ________________________
ASSET MANAGER SIGNATURE ________________________

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)
<table>
<thead>
<tr>
<th>Description</th>
<th>Tag</th>
<th>Serial</th>
<th>Departm</th>
<th>Class</th>
<th>ACQ Date</th>
<th>Location</th>
</tr>
</thead>
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<td>JKAKZCP21Y518443</td>
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<td>Vehicles</td>
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<td>8/11/2008</td>
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<td>6/9/2009</td>
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<td>Model/Serial</td>
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<td>Power Vault MD1200 2018</td>
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<td>Telephone Upgrade</td>
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<td>Data 911 Computers</td>
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<td>Titan M7V Video Mobile Data Computer</td>
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<td>APX7500 Singal Band Radio</td>
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<td>Optiplex 960</td>
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<td>Optiplex 960</td>
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<td>Computer with Mounting System and Additional Hand Drives</td>
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City: Police Station
Location: 421-Police

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<th>Mobile Data System</th>
<th>2012</th>
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<th>9/3/2008</th>
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<td>Overhead Console - Color Window Mount</td>
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<td>888-8888-03</td>
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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: __________________________

________________________
Meyer Snow Plow 08 P550

TAG# 3968 SERIAL # 08 P550 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
☐ STOLEN
Please attach police report

☐ REPLACED
USEFUL LIFE OF ASSET INCREASED YES ☐ NO ☐

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: __________________

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 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 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 # 5F128121351000296 MODEL# WVTM-04

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

ASSIST 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:

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

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 __________________ 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 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 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 # 7PUYDSYB2MH60159 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_________________ 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 #_BP295444-110_ MODEL#_____________________

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN
☐ OTHER:

☐ LOST
Please attach police report
☐ STOLEN
Please attach police report

REPLACED ____________________________________________ YES _ NO __________
USEFUL LIFE OF ASSET INCREASED ________________ YES _ NO __________

ESTIMATED REMAINING USEFUL LIFE __________________________

_________________________________________________________
AUTHORIZED SIGNATURE

_________________________________________________________
ASSET MANAGER SIGNATURE

(Please attach fixed asset acquisition form)
CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Streets DEPT. # 431 DATE: 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 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 ____________________________ 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 Scraper Plow

TAG# __1632__ SERIAL # __26871.9__ 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_________________ 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# ______ 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 __________________________

(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 AT AUCTION: ____________________

☐ SOLD

SOLD: ____________________

☐ TRADED IN

TRADED IN: ____________________

☐ OTHER: ____________________

☐ LOST

Please attach police report

☐ STOLEN

Please attach police report

☐ REPLACED

YES ______ NO ______

USEFUL LIFE OF ASSET INCREASED

YES ______ NO ______

ESTIMATED REMAINING USEFUL LIFE ____________________

__________________________________________

AUTHORIZED SIGNATURE ____________________

__________________________________________

ASSET MANAGER SIGNATURE ____________________

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)
CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME: Streets DEPT.# 431 DATE:\
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 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)
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<th>Tag</th>
<th>Serial</th>
<th>Department</th>
<th>Class</th>
<th>ACQ Date</th>
<th>Original Cost</th>
<th>Location</th>
<th>Notes</th>
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<td>Snow plow blade, mounting kit and hitch</td>
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<td>Mullan Ave / Idaho Street Safety Improvements</td>
<td>10902</td>
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<td>Asset ID</td>
<td>Description</td>
<td>YN</td>
<td>Status</td>
<td>Location Code</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>----</td>
<td>----------</td>
<td>--------</td>
<td>----------</td>
<td>-----------------------</td>
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<td>----------</td>
<td>----------------</td>
</tr>
<tr>
<td>Hitway Sander Model E2500</td>
<td>3941</td>
<td>123023</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>10/11/2005</td>
<td>7198</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Plow Blade</td>
<td>3935a</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>9/30/2005</td>
<td>10000</td>
<td>431-Streets</td>
<td></td>
</tr>
<tr>
<td>Dump Body</td>
<td>10522</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>8/1/2005</td>
<td>16870</td>
<td>431-Streets</td>
<td></td>
</tr>
<tr>
<td>Pave-Mate Liquide Asphalt Sprayer - Distributor</td>
<td>3930</td>
<td>DB12904-323</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>6/24/2005</td>
<td>17934</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Wanco WVTM-04 Mini Matrix Reader Board w/ Trailer</td>
<td>3926</td>
<td>5F12S12135100296</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>3/15/2005</td>
<td>14875</td>
<td>431-Streets</td>
</tr>
<tr>
<td>New SS Sander</td>
<td>3919</td>
<td>42978</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>11/22/2004</td>
<td>6000</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Caterpillar 120 G Articulated Motor Grader</td>
<td>3889</td>
<td>87B4157</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>12/5/2002</td>
<td>28000</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Diamondbilt Flusher/De-Icer</td>
<td>3716a</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>1/21/2002</td>
<td>78388</td>
<td>431-Streets</td>
<td>?</td>
</tr>
<tr>
<td>Sander/Spreader</td>
<td>3866</td>
<td>01-10-9017</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>11/28/2001</td>
<td>15000</td>
<td>431-Streets</td>
</tr>
<tr>
<td>2002 Mack Truck</td>
<td>3715</td>
<td>1M2AD05C42M012137</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>7/1/2001</td>
<td>63995</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Dynaco 669 BASH Street Sweeper</td>
<td>3714</td>
<td>200403SNP0252BAH</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>4/1/2001</td>
<td>117400</td>
<td>431-Streets</td>
</tr>
<tr>
<td>John Deere 624H Loader</td>
<td>3607</td>
<td>DW624H-X569196</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>9/1/1998</td>
<td>123829</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Paint Stripper</td>
<td>3611</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>7/1/1997</td>
<td>39625</td>
<td>431-Streets</td>
<td></td>
</tr>
<tr>
<td>Flail Mower - Alamo Grassking</td>
<td>3713</td>
<td>1065</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>1/1/1998</td>
<td>8100</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Snowplow Blade</td>
<td>3718</td>
<td>12PA48A</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>9/1/1995</td>
<td>8335</td>
<td>431-Streets</td>
</tr>
<tr>
<td>1991 Freightliner Dump Truck</td>
<td>3269</td>
<td>7FUYDSYB2MHS01593</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>5/1/1995</td>
<td>62578</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Melting Pot 110 Gallons</td>
<td>3187</td>
<td>BF295444-110</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>2/1/1995</td>
<td>7950</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Rubber Tire Roller Ingersallrand</td>
<td>1601</td>
<td>25975</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>5/1/1994</td>
<td>18000</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Reclass Repeater to Water/Street</td>
<td>10486</td>
<td>388CTW0409</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>4/30/1993</td>
<td>5335</td>
<td>431-Streets</td>
</tr>
<tr>
<td>1992 John Deere Loader</td>
<td>1607</td>
<td>DW544ED538373</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>4/1/1993</td>
<td>80000</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Snow Plow JRB</td>
<td>1631</td>
<td>0393-4452A</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>1/1/1993</td>
<td>9500</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Root Springs Scraper Plow</td>
<td>1632</td>
<td>26871.9</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>1/1/1990</td>
<td>7500</td>
<td>431-Streets</td>
</tr>
<tr>
<td>Snow Plow #11</td>
<td>1635</td>
<td>001.431</td>
<td>Machinery</td>
<td>Equipment</td>
<td>1/1/1979</td>
<td>6500</td>
<td>431-Streets</td>
<td>Disposed</td>
</tr>
<tr>
<td>Snow Plow #15</td>
<td>1633</td>
<td>001.431</td>
<td>Machinery/Equipment</td>
<td>1/1/1974</td>
<td>6000 431-Streets</td>
<td>Disposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>------</td>
<td>---------</td>
<td>---------------------</td>
<td>---------</td>
<td>----------------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snow Plow #8</td>
<td>1636</td>
<td>001.431</td>
<td>Machinery/Equipment</td>
<td>1/1/1973</td>
<td>6000 431-Streets</td>
<td>Disposed</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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  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 ____________ 6 years

________________________________________
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:

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  SELLING PRICE ____________
☐ SOLD
☐ TRADED IN  CASH VALUE/TRADE IN ____________

☐ OTHER:

☐ LOST
☑ 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: 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
☐ 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 ________ years

____________________________________
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: ____________________________

1988 Toro Mower 117 Groundmaster

TAG# 1836  SERIAL# 1806903266  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 0 years

________________________________________
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：

CATEGORY OF ASSET:
- [ ] LAND
- [ ] BUILDING
- [x] 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
- [x] DESTROYED / DISPOSED
- [ ] SOLD AT AUCTION
- [ ] SOLD
- [ ] TRADED 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 WASTEWATER DEPT.# 650.463 DATE: ____________

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 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 _______ 0 years

________________________________________
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 ☑
USEFUL LIFE OF ASSET INCREASED YES ☐ ☐ NO ☑
ESTIMATED REMAINING USEFUL LIFE ______ years

__________________________
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:

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 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 __0__ years

__________________________________________
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:

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 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 0 years

______________________________ __________________________
AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)
CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME WASTEWATER DEPT.# 650163 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 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 0 years

__________________________________________
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: ____________________________

                            Emergency Generator

TEAM# __________ 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 __________ years

__________________________________________________________________

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: ______________________

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

________________________________________
AUTHORIZED SIGNATURE

________________________________________
ASSET MANAGER SIGNATURE

(Please attach fixed asset acquisition form)
CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME: WASTEWATER DEPT. #: 550.463 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# 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 ☐
USEFUL LIFE OF ASSET INCREASED YES ☐ NO ☐
ESTIMATED REMAINING USEFUL LIFE 6 years

Victria Howes

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# _______ 3804 _______ 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 __________ 6 years __________

______________________________________________

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# 3905  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 0 years

__________________________  ____________________________
AUTHORIZED SIGNATURE  ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)
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CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME: WATER
DEPT.# 750.462
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# 2762
SERIAL # HJ209257 W803
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 0 years

AUTHORIZED SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)
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<td>Equipment for New Car Build.</td>
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DATE: 04/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Michael Kirby
SUBJECT: Computer Surplus

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 – DLKSD2B, 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
01 Wireless Router (for lift stations):
Model – RV55
1) S/N – CB03460980, Post Falls Asset – 2235
1) S/N – 2R1236019401B120, Post Falls Asset – 5758
DATE: 04/12/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Amber Blanchette

SUBJECT: Ashlar Ranch Master Development Agreement File No. SUBD-0004-2022

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 12TH 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 12TH 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 12TH 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.
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 it 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. Superseding 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 therein 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:
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

______________________________
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 ______________

On this ___ day of ___, 20___, 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
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: CLALDA INVESTMENTS
1675 S. CEDERBLOOM
COEUR D'ALENE, ID 83814

ZONING: SINGLE FAMILY RESIDENTIAL
(R-3)
9.862 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 AMPLIUSLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 31 BEING A POINT OF BEGIN.
WITHIN GAP;

THEN ALONG THE EAST LEG OF SECTION 31, A DISTANCE OF 913' 6" FEET; THENCE ALONG THE NORTH LINE OF 12TH AVENUE, A DISTANCE OF 916' 5" FEET TO THE TRUE POINT OF BEGINNING;

THENCE WESTLY A DISTANCE OF 89' 3" FEET;

THENCE S 59' 4" E A DISTANCE OF 218' 1" FEET;

THENCE S 59° 4" E A DISTANCE OF 314' 7" FEET;

THENCE W 20° 26' S A DISTANCE OF 100' 25" TO THE TRUE POINT OF BEGINNING;

CONTAINS 9.862 ACRES, MORE OR LESS;

LEGEND

DEED BOOK
DEED REFERENCE
CENTRELINE
RIGHT OF WAY LINE
UTILITY EASEMENT
PARK
PARK EASEMENT
SANITARY SEWER MAIN
SANITARY SEWER EASEMENT

draft
1 DECEMBER 2001

ASHLAR RANCH
12TH AVENUE
POST FALLS, IDAHO

SUBDIVISION PLAN
1

1 DECEMBER 2001

12TH AVENUE
POST FALLS, IDAHO

SUBDIVISION PLAN

1
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. 12th 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 KCPR Comments
15. PA-3 PFFHD 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. 12th 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 12th 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, 16th will be the major collector if Zorros connects to the north and the minor collector of E. 12th 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 reclamation facilities.

Ms. Jones, in response to a question from the Commission, indicated that initial access in and out will be from 12th until those future connections are made.

Jeremie 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. Paust 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 Selitsco 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 Bei 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 479,000. 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 Orange 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.
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 12th Avenue in the properties.
   - Provide a 12" sewer main within the right-of-way for Zorros Street.

8. Direct access from residential lots to 12th 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 12th 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

Date

Chairman

Attest

Page 7
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.
DATE: 04/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: David Fair
SUBJECT: Purchase of 6.6 Acres of Land at Montrose

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

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.

Page 1 of 6

ID# City of Post Falls DATE 3/21/2023

LISTING AGENCY NA Office Phone # Fax #
Listing Agent E-Mail Phone # Fax #
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. $1,561,228.00 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+D+E must add up to total purchase price.

(A), $200,000.00 EARNEST MONEY: BUYER hereby offers DOLLARS as Earnest Money in the following form:

□ cash □ personal check □ cashier’s check □ note (due date):

□ other □ 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

□ Selling Broker □ Closing Agency □ other

□ other

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 $_________ through □ FHA, □ VA, □ CONVENTIONAL, □ IHLFA, □ RURAL DEVELOPMENT □ Other with interest not to exceed ______ % for a period of ______ year(s) at □ Fixed Rate □ Other

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, □ IHLFA, □ RURAL DEVELOPMENT, □ Other with interest not to exceed ______ % for a period of ______ year(s) at □ Fixed Rate □ Other

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

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Page 1 of 6

Serial#: 057393-005152-38890803
Prepared by Rob Brickett | Coldwell Banker Schnaidt | rbrickett@coldwellbanker-idaho.com | 2086641461

JULY 2017 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT
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:

1. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach fields (Fences, walls, hedgelines, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys and/or surveys.)

2. ZONING AND LAND USE: Inquires, investigations, studies or any other means concerning present, past or future land use of the PROPERTY, the 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 supply, electricity, gas, telephone, cable TV and drainage.

4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: The 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 Avista Corporation and phone service by Ziply 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 statement.

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 [X] not to conduct inspections; [ ] to conduct inspections. If BUYER chooses not to conduct inspections, BUYER waives any right to inspect the PROPERTY, and in so doing, waives any right to rescind this Agreement or to rescind any part of this Agreement because of Buyer's failure to inspect the PROPERTY or whichever inspections are conducted. BUYER understands that the PROPERTY is not being inspected by an independent inspector and that any inspection performed by the Broker is done on behalf of BUYER.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:
1. If BUYER does not waive all inspection contingencies as of the date the Agreement is fully executed, BUYER shall have the right to rescind this Agreement and receive a full refund of all deposits and other payments. If BUYER does not remove all inspection contingencies as of the date the Agreement is fully executed, BUYER shall not have the right to rescind this Agreement or to rescind any part of this Agreement because of Buyer's failure to inspect the PROPERTY or whichever inspections are conducted. BUYER understands that the PROPERTY is not being inspected by an independent inspector and that any inspection performed by the Broker is done on behalf of BUYER.

2. If BUYER does not waive all inspection contingencies as of the date the Agreement is fully executed, SELLER shall have thirty (30) calendar days from the date of the receipt of written notice from BUYER to respond with an offer to correct the inspection contingency. If SELLER does not respond within the thirty (30) calendar days, the Agreement shall be terminated and the Earnest Money shall be returned to BUYER.

3. If BUYER does not waive all inspection contingencies as of the date the Agreement is fully executed, SELLER shall have thirty (30) calendar days from the date of the receipt of written notice from BUYER to respond with an offer to correct the inspection contingency. If SELLER does not respond within the thirty (30) calendar days, the Agreement shall be terminated and the Earnest Money shall be returned to BUYER.

BUYER'S Initials: ( ) Date: 12/31/2023
SELLER'S Initials: ( ) Date: 12/31/2023
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 recorded. Liens, encumbrances or defects to be discharged or assumed by Buyer 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 on this property as described in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverage available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverage 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 the option to either continue the transaction without the SELLER being responsible for correcting these deficiencies or to give 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 continue 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, encumbrances or defects. Liens, encumbrances or defects to be discharged or assumed 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 on this property as described in this Agreement.

B. TITLE COMPANY: The parties agree that ______ Title Company located at 2056 West River Drive Copur d'Aigne, ID 83814 shall provide the title policy and preliminary report of commitment.

C. STANDARD COVERAGE POLICY: SELLER shall convey 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 an ILTA/LAALTA 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 (Mortgage 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&S): 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&Ss which may affect the PROPERTY. BUYER shall have the option to either continue the transaction without the SELLER being responsible for correcting these deficiencies or to give the SELLER written notice within ____ business days (ten [10] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

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 [x] N/A Association fees are $____ per __________ and __________

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 settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLER shall have the 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 [_________] Date [______]

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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, cisterns, and the like, if any, 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.

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 event 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 transmission 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 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)(c), 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 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.

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<th>COSTS</th>
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<th>Equally</th>
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<th>CONTINGENCIES</th>
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BUYER’S Initials (            ) Date          

SELLER’S Initials (            ) Date          

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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. 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, 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. 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, 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 shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, 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.

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, 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 or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency'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.

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, including such costs and fees on appeal.

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 and the sale proceeds are available to SELLER. The closing shall be no later than (Date) May 1st 2023. The parties agree that the CLOSING AGENCY for this transaction shall be Liberty Closings and Escrow located at N. 1421 Meadowood Lane Liberty Lake, WA 99019. If a long-term escrow collection is involved, then the long-term escrow holder shall be

31. POSSESSION: BUYER shall be entitled to possession 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 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
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) ___________________________

Date 4/4/2023 Time 1:30 ☐ A.M. ☐ P.M. Phone # ___________________ Cell # ___________________
Address N. 1421 Meadowood 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 initiaing 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.
1430 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rjklandsurveying.com

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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
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.
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.
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
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
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,
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.
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.

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
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.
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
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
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
(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. Supersede 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.


13.1. 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
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:

Montrose Master Agreement
C:\DATA\P\ZAPUD\MONTROSE\MONTRODA.DOC CC 5-5-98
Greenstone Kootenai, Inc.
By: [Signature]
Its: [Signature]

Schneidmiller Land Company
By: [Signature]
Its: [Signature]

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.

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ALSO EXCEPT the Burlington Northern Railroad right of way.

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ALSO EXCEPT the east half of Cannon Street west of tot 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.

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ALSO EXCEPT the west 387.00 feet of the east 4 12.00 feet of the south 80.00 feet of the north 131.799 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
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 ACREAGE: 0 acres

RETAIL CENTER ACREAGE: 0 acres

OFFICE PARK ACREAGE: 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 ACERAGE: 0
OFFICE PARK ACERAGE: 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 ACREAGE: 0
RETAIL CENTER ACREAGE: 0
OFFICE PARK ACREAGE: 0

OPEN SPACE / RECREATIONAL IMPROVEMENTS: Dedication to School District or City and completion of 3.0 acre play field site prior to the final plating 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 ACREAGE: 3.9

RETAIL CENTER ACREAGE: 0

OFFICE PARK ACREAGE: 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 ACREAGE: 7.8
RETAIL CENTER ACREAGE: 0
OFFICE PARK ACREAGE: 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 railroad 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

1/8" = 1'

41 FEET

8 FEET MINIMUM
FUNCTION:
TO PROVIDE ACCESS TO ADJACENT PROPERTY.

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.

SIDEWALKS:
PATHWAY MAY SUBSTITUTE FOR SIDEWALK WHERE LOT IS ADJACENT TO OPEN SPACE PATHWAY.
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:
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.
PRIVATE ROAD

FUNCTION:
TO PROVIDE ACCESS TO ADJACENT PROPERTY SERVING MORE THAN 20 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 #1
Residential Private Road

1/8" = 1'

30 FEET
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
PRIVATE ALLEY CROSS SECTION

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 HOME OWNERS ASSOCIATION

SHALLOW SWALE FOR STORMWATER DISPOSAL
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

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 5 W, 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 16th 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 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.

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, ormerchantability 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, appendices or sections titled "Special Provisions".

2. Article II of this Agreement titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES," and Article III or this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".
3. Article I of this Agreement titled "GENERAL PROVISIONS".


1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Post Falls, the conditions as specified within the Montorse 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 2.01, 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 RIGHT’S-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, not 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 corners and survey monuments per Idaho Code.

B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06 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:

<table>
<thead>
<tr>
<th>Actual Cost of All Improvements</th>
<th>Percent to Secure Warranty</th>
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</thead>
<tbody>
<tr>
<td>less than $500,000.00</td>
<td>10.0%</td>
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<tr>
<td>$500,000.00-$1,000,000.00</td>
<td>7.5%</td>
</tr>
<tr>
<td>over $1,000,000.00</td>
<td>5.0%</td>
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</tbody>
</table>

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

BY: __________________________
S. J. Johnson, Mayor

ATTEST:
____________________________
Christene Pappas, City Clerk

DEVELOPER

BY: __________________________
Jason Wheaton

WITNESS:
____________________________

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
STATE OF IDAHO
County or 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  

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

ATTACHMENT 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.

ATTACHMENT 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
recording 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 _________

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-permissive 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

By: __________________________

MONTORSE HOMEOWNERS
ASSOCIATION

By: __________________________
DATE: 04/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: David Fair
SUBJECT: Purchase of 489 S Corbin Road

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 say 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
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 dinning 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
Listing Member
Mary Gronley
208-755-3397
MaryGronley@gmail.com
http://www.MaryGronley.com
Listing Office
Windermere/Coeur d'Alene Realty Inc

Contract Information
Status: Active
REO: No
Short Sale: No
Listing Type: Site Built > 2 Acres
Area: 02 - Post Falls
Begin Date: 03/01/2023
Original List Price: 649,000
Property Type: Residential
Buyer Agency Compensation: 3%
Expiration Date: 09/01/2023
Non-Agent Compensation: 1%
List Price: 649,000
Type of Contract: Exclusive Right to Sell, Full Service
Days On Market: 36
Showing Instructions: Appointment Only; Call Listing Agent; Supra Lockbox
Terms Considered: 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
Building Style: Single Level
Garage Type: Det Garage
Gar/Cpt2-Type: Det Carport
Total Bedrooms: 3
Total SqFt.: 1,570
Year Built: 1924
Lot Type 1: Residential
Total Bathrooms: 1
SqFt Source: Assessor
New Construction: No
Lot Acres: 2.7
Occupant: Owner

Legal and Taxes
Legal: EAST GREENACRES IRR DISTRICT PLAT 9, TR 92 W OF CO RD Section 05 Township 50N Range 05W
AIN/Tax Bill: 125050
Zoning: AGSUB
Parcel Number: 0304005092AC
Taxes: 1,764.02
School District: Post Falls - 273
Tax Year: 2022
Subdivision: East Greenacres
Taxes Reflect: Home Owner's Exemption
County: 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
View
Territorial
Lot Features
Level; Open; Sloping; Wooded
Interior Features
Cable TV; Fireplace; Skylight(s)
Roof
Comp Shingle; See Remarks
Road
Paved; Public Maintained Road
Water
Community System; Water System
**Exterior Features**
- Covered Porch; Fruit Trees; Lawn; RV Parking - Open; Sprinkler System - Front

**Appliances:**
- Dishwasher; Range/Oven - Elec; Electric Water Heater

**Heating**
- Forced Air; Stove - Wood

**Basement**
- Cellar: None, Slab on grade

**Foundation**
- Concrete

**Construction**
- Exterior: Aluminum; Hardboard
- Flooring: Carpet; Laminate; Vinyl

**Sewer**
- Septic System

**Property Subject to:**
- Homeowners Assoc: None
- LID: No

**Miscellaneous**
- Sec: 5; Twn: 05; Rng: 05; Rng Dir: WBM
- Pers Prop Included: Dishwasher, Fridge in Garage only

---

### Main House Rooms/Areas

<table>
<thead>
<tr>
<th>Rooms/Areas</th>
<th>Apx Sq Ft</th>
<th>Living</th>
<th>Dining</th>
<th>Kitch</th>
<th>Fam Rm/GR Rm</th>
<th>MBR</th>
<th>Bdrm</th>
<th>Bath</th>
<th>1/2 Ba</th>
<th>Laun</th>
<th>Other</th>
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### Other Rooms
- Main Floor Utilities
- Mst Bdrm Suite
- Storage: 1

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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.
1. BUYER: City of Post Falls

2. $250,000 PURCHASE PRICE: Six Hundred Twenty-Five Thousand Dollars And Zero Cents

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

4. $100,000 EARNEST MONEY: Ten Thousand Dollars And Zero Cents

5. 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:  
   - [ ] Cash  
   - [ ] Personal Check  
   - [ ] Cashier's Check  
   - [ ] Wire/Electronic Transfer

   Held By:  
   - [ ] Responsible Broker  
   - [ ] Closing Company

   Delivered:  
   - [ ] With Offer  
   - [ ] Within 3 business days (three [3] if left blank) of acceptance.

   Deposited:  
   - [ ] Upon Receipt and Acceptance  
   - [ ] Upon Receipt Regardless of Acceptance

6. THE RESPONSIBLE BROKER SHALL BE: Pat Krug

7. (B). ALL CASH OFFER: [ ] YES [ ] NO 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.

8. (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:

   FIRST LOAN of $ ________ not including mortgage insurance, through [ ] FHA, [ ] VA, [ ] CONVENTIONAL, [ ] FHA, [ ] RURAL DEVELOPMENT, [ ] OTHER ________ with interest not to exceed ________% for a period of ________ year(s) at: [ ] Fixed Rate [ ] Other ________

   SECOND LOAN of $ ________ through [ ] FHA, [ ] VA, [ ] CONVENTIONAL, [ ] FHA, [ ] RURAL DEVELOPMENT, [ ] OTHER ________ with interest not to exceed ________% for a period of ________ year(s) at: [ ] Fixed Rate [ ] Other ________

9. 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.

10. 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 appraisal 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.

11. BUYER'S Initials: [ ] ( ) ( ) Date: 04/08/2023  

12. SELLER'S Initials: [ ] ( ) ( ) Date: 11/08/2023
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. 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 are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).

(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 (seventeen [17]) 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 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 that time.

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 lien 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 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(b) below is of nominal value less than $100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

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Prepared by: Mary Granty | Windemere Cfa Realty | MaryGranty@gmail.com | 2086669221

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Electronically Signed using eSignOnline™ | [Session ID: 22472c7c-b4e0-4781-8453-9859970e87a1]
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 not 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 grants, building and 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. All liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise stipulated 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 CCR: Within 6 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 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 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&Rs terms directly with a homeowner’s association after closing.

(B). TITLE COMPANY: The parties agree that North Idaho Title Company located at 621 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 SELLER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER will receive a TLATA/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 shall conduct Inspections not to conduct Inspections. If BUYER chooses not to conduct Inspections, skip this section. If indicated, this contract is subject to BUYER’s approval of the Inspections. 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 [---], days (two [2] if left blank) after date of closing. Any inspections may be made by any governmental building, septic inspector or home inspector employee without the presence of SELLER unless required by local law.

(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. For the purposes of this agreement, the purchaser is considered to have conducted the Primary Inspection and the Property is deemed to be satisfactory unless otherwise noted by the purchaser. Upon completion of the Primary Inspection, BUYER and SELLER shall have 7 days (seven business days) to mutually agree to a Secondary Inspection. If no agreement is reached, the Property shall be sold subject to the terms and conditions of this Agreement without the Property being returned.
2) SECONDARY INSPECTION: Items or conditions marked below, if any, allow BUYER the 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 irrelevant regardless if it was provided prior to the deadline stated below. Any notice provided under this subsection is unilaterally to a notice provided under subsection 12(b)(1). BUYER shall be responsible for the cost of all 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 ___ 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: ___ business days (ten (10) if left blank) from acceptance.
□ Other Inspection #2: ___ 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 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 unmarked 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 Irreversible. 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 Irreversible without consent of BUYER and BUYER may proceed under 12(c)(6) 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 given written notice of cancellation, BUYER shall be conclusively 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.
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: ☑ Yes ☐ No ☐ N/A

18. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Homeowner'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 $_________ per ____________________________ at closing.

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/inspections reports as indicated below shall be provided to the other party within the time period specified in Section 12.

20. Up to 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.

21. SELLER agrees to pay up to $_________ (N/A if left blank) of lender required repair costs only. 

22. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

Date: 04/02/2023

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20. OCCUPANCY: BUYER □ 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 effecting an exchange under I.R.S. 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 either Party may sustain as a result of the actual or attempted 1031 exchange.

22. RISK OF LOSS OR NEGLIGENT PRIO: 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 THROUGH: 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 Inspector's 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 non-contingent on the date when might allow for examination of 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 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) or 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(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-21 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, and other subcontractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract 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 §64-2083(6)(b), 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, LESSOR, 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 §54-2002. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereof, shall constitute delivery to that party.

29. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. EFT, 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 Brokersage 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 and parties hereby holds 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 §73-109. 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 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, 12:01 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."
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, but 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, appraisal, 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 terms "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 801 E Front CDA.

40. If a long-term escrow / collection is involved, then the long-term escrow holder shall be:

BUYER’S Initials [DF] Date 04/08/2023

SENDER’S Initials [EP] Date 04/08/2023

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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 assume 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.

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 [X] upon closing or as of [ ] date ____________________.

43. BUYER to reimburse SELLER for fuel in tank [ ] Yes [ ] No [ ] N/A. Dollar amount may be determined by SELLER's supplier.

44. ASSIGNMENT: This Agreement and any rights or interests created hereunder may [ ] may not be sold, transferred, or otherwise assigned.

45. 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.

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 he 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 or before (Date) April 14, 2023 (Local Time in which PROPERTY is located) 9:30 [ ] A.M. [ ] P.M.
48. BUYER'S SIGNATURES:

[ ] SEE ATTACHED BUYER'S ADDENDUM(S): RE-51

[ ] SEE ATTACHED BUYER'S EXHIBIT(S): __________

[ ] BUYER does currently hold an active Idaho real estate license. [ ] BUYER is related to agent.

BUYER Signature: David Fair

Date: 04/08/2023

Time: 11:42 AM

M. O.M.

BUYER (Print Name): David Fair

Phone #: __________

Col #: __________

E-Mail: Dfair@postfall.gov

Fax #: __________

[ ] BUYER does currently hold an active Idaho real estate license. [ ] BUYER is related to agent.

BUYER Signature __________

Date __________

Time __________

M. O.M. __________

BUYER (Print Name) __________

Phone #: __________

Col #: __________

E-Mail __________

Fax #: __________

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.

[ ] SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER

[ ] COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S): RE-51

[ ] COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S): __________

[ ] SELLER does currently hold an active Idaho real estate license. [ ] SELLER is related to agent.

SELLER Signature: Larry P. Robinson

Date: __________

Time: __________

M. O.M. __________

SELLER (Print Name): Larry P. Robinson

Phone #: __________

Col #: __________

E-Mail __________

Fax #: __________

[ ] SELLER does currently hold an active Idaho real estate license. [ ] SELLER is related to agent.

SELLER Signature: __________

Date: __________

Time: __________

M. O.M. __________

SELLER (Print Name): __________

Phone #: __________

Col #: __________

E-Mail __________

Fax #: __________

CONTRACTOR REGISTRATION #: if applicable __________

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 initiating HERE __________ (Y) __________) Date __________

If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.
RE-51 RENTAL AGREEMENT
(Occupancy Prior to Closing)

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.

Date: April 6, 2023

TENANT(s): Larry & Peggy Robinson

Tenant(s) City of Post Falls

agrees(s) to rent from LANDLORD City of Post Falls

the property commonly known as 489 S CORBIN RD, Post Falls, ID 83854

in Kootenai County, Idaho (the "PREMISES") on the following terms and conditions:

1. TERM. This Agreement shall terminate on (Date) or before November 17, 2023 at (Local Time in which PROPERTY is located)

6:00 A.M. or 6:00 P.M. If the parties hereto enter into a Purchase and Sale Agreement pertaining to the PREMISES, then this agreement shall terminate on Closing of the sale of the PREMISES or, at the sole discretion of the LANDLORD, upon any other termination of said Purchase and Sale Agreement. At the time of Closing, advance rent paid to LANDLORD shall be pro-rated on a daily basis, and TENANT shall be credited with any unused portion thereof.

2. RENT. The rent shall be $0 per n/a OR $1400 as a flat rate and full payment for the term of the lease. An initial payment of $0 as the first period's rent payment OR full payment for the term of the lease is accompanied herewith and receipt is hereby acknowledged OR is due no later than n/a. Future rent shall be payable in advance on the n/a day of each n/a, commencing on n/a.

Rent shall be payable to n/a at n/a.

3. SECURITY DEPOSIT. TENANT shall tender prior to occupancy $2000 as a security deposit to be applied against damage, changes, or charges by TENANT to the PREMISES. Pursuant to Idaho law security deposits cannot be applied to normal wear 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 accompanied by a signed statement itemizing the amounts lawfully retained, the purpose for retention and a detailed list of expenditures made from the deposit. Security Deposit shall be held by: LANDLORD other for the benefit of the parties hereto.

4. POSSESSION. TENANT is entitled to possession on May 17, 2023.

5. INSURANCE. LANDLORD agrees to keep the PREMISES insured against fire, personal injury liability and other normal casualties. All proceeds of any such policy shall be payable to LANDLORD alone. LANDLORD shall have no responsibility for insuring anything in or on the Property which belongs to the TENANT. TENANT is strongly encouraged OR required to obtain the proper amount of renters insurance.

6. TAXES. LANDLORD shall be responsible for all property taxes associated with the PREMISES during the term of this Agreement.

7. UTILITIES. TENANT agrees to pay for all utilities, including garbage collection charges and irrigation assessments, during the term of this Agreement.

8. IMPROVEMENTS. TENANT shall not be entitled to make any improvements or alterations in the PREMISES, including painting, during the term of this Agreement without the express written permission of LANDLORD. In the event this Agreement terminates for any reason other than TENANT's purchase of the PREMISES, TENANT will return the PREMISES to LANDLORD in as good a condition as it was upon possession, ordinary wear and tear excepted. TENANT shall be prohibited from allowing liens to be filed against the PREMISES. In the event a lien is recorded against the PREMISES due to TENANT's actions, or inactions, TENANT shall indemnify LANDLORD from the same and pay any reasonable costs and attorneys fees associated with removal of said lien.

9. DEFAULT. Failure of tenant to abide by any term of this Agreement, including the prompt payment of rent, shall constitute a default under this Agreement. If TENANT and LANDLORD have entered into a purchase and sale agreement for the purchase of the PREMISES, then a default under that purchase and sale agreement shall constitute a default under this Agreement. Similarly, default under this agreement may, at the sole discretion of the landlord, also constitute a default under a purchase and sale agreement between the parties. Upon default LANDLORD shall be entitled to all legal remedies available under any purchase and sale agreement as well as entitlement to the possession of the property and eviction remedies authorized by Idaho Code Title 6 Chapter 3. Further, due to the special circumstance of the PREMISES being designated for sale, if TENANT fails to timely surrender the PREMISES precisely when required, TENANT shall be liable to LANDLORD for hold over rent and consequential damages, all of which shall be subject to treble damages, regardless of TENANT's motive, intent or lack of malice, wantonness or oppression. Or, in place of all damages stated herein, LANDLORD can accept, for each day held over, an amount equal to three times the daily rent indicated herein as liquidated damages.

LANDLORD'S Initials (DF) (JANUARY 2023 EDITION)

Tenant's Initials (LR) (JANUARY 2023 EDITION)

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Prepared by: Mary Goolsby | Windermere CoA Realty | MaryGoolsby@gmail.com | 20665409211

Page 1 of 2
10. **SUBLETTING OR ASSIGNMENT.** TENANT may not sublet the PREMISES and may not assign TENANT’S rights under this Agreement.

11. **TIME.** Time is of the essence in this Agreement.

12. **RELEASE OF REAL ESTATE BROKERAGES.** LANDLORD and TENANT release all real estate brokerages, their licensees and employees, and agree to indemnify all brokers, their licensees and employees from any and all claims arising as a result of this Agreement or the TENANT’S possession of the PREMISES.

13. **ATTORNEY’S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way related to 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.

14. **SMOKE DETECTOR.** It is TENANT’S responsibility to maintain the smoke detector(s) as specified by the manufacturer, including monitoring and replacement of batteries, if required.

15. **LEAD PAINT DISCLOSURE:** The PREMISES is not defined as “Target Housing” regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. If yes, TENANT hereby acknowledges the following: (a) TENANT has been provided an EPA approved lead-based paint hazard information pamphlet, “Protect Your Family From Lead in Your Home”, and (b) TENANT acknowledges there is a potential for the presence of lead-based paint hazards in said PREMISES. 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.

16. **MOLD DISCLAIMER:** TENANT is hereby advised that mold and/or other microorganisms may exist in the PREMISES. TENANT acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold LANDLORD and any Broker or agent representing LANDLORD or TENANT harmless from any liability or damages (financial or otherwise) relating to such matters.

17. **ACCESS TO PREMISES.** LANDLORD or his or her representative shall have the right to access the PREMISES so long as TENANT is provided notice, either directly or through his or her representative, a minimum of 24 hours prior to access.

18. **KEY DELIVERY:** In the event this Agreement terminates without transfer of the PREMISES to TENANT, TENANT shall deliver keys and garage door opener remote controls to LANDLORD or LANDLORD’S representative on the last day of the TERM of this Agreement.

19. **OTHER TERMS AND/OR CONDITIONS:** Tenants to keep the property in good condition and pay all utilities until their departure. 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 5 of 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 $1600.00 a month for the first year.
DATE: APRIL 10th, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER

SUBJECT: TRANSPORTATION MASTER PLAN UPDATE

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."

**W I T N E S S E T H:**

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, it’s officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

4.3. AUTOMOBILE INSURANCE: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of $1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, or renewed without thirty (30) days written notice prior thereto to City of Post Falls.

4.4. WORKERS COMPENSATION: The Consultant agrees to maintain Workmen’s Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker’s Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability.
4.5. **PROFESSIONAL LIABILITY INSURANCE:** The Consultant will carry Professional Liability insurance coverage in the minimum amount of $500,000.00 or the value of the contract, whichever is greater, but not to exceed $5 million dollars.

4.6. **FAILURE TO COMPLY:** Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City’s sole discretion. Alternatively, the City may procure and maintain, at the Consultant’s sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant due for work performed under this Agreement.

**ARTICLE 5. CONTRACT TERMINATION**

5.1. **TERMINATION BY CONSULTANT:** This Agreement may be terminated by the Consultant upon thirty (30) days’ prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Consultant.

5.2. **TERMINATION BY CITY:** This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City’s satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Consultant that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant, must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. **CLOSE-OUT OF WORK:** Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City the Consultant must:
   (1) Stop work on the date and to the extent specified; and
   (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
   (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
   (4) Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6. INDEMNIFICATION**

6.1. **CONSULTANT TO INDEMNIFY CITY:** The Consultant agrees to indemnify, defend (at the city’s sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant’s duty to indemnify the City shall not apply to liability for damages arising out of
bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Consultant’s duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant’s duty to defend (at the city’s sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant’s defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Consultant’s actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Consultant’s professional liability to the City (including Consultant’s officers, directors, employees and agents) is limited to the amount of five hundred thousand dollars ($500,000). In no case will the Consultant’s professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant’s services under this Agreement and any continuation or extension of such services.

6.3. U.C.C., LIENS, ETC. The Consultant’s indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant’s subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed, or this Agreement is canceled prior to expiration. Use or reuse of Materials or Instruments of Service for any purpose other than intended by this Agreement shall be at the City’s sole risk.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, title and interest to the Materials. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or
other form, shall be remitted to the City by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant’s obligations under this Agreement without the prior written consent of the City's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.3  **STANDARD ELEMENTS:** The foregoing shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated, and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The City further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.4  **INFRINGEMENT 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 to claims that arise from Materials specifically required by which the City directed the Consultant to include within arises, or in the Consultant’s or the City's opinion is likely discretion, either procure for the City the right or license or replace or modify the allegedly infringing Materials. 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.

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**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 MAJEUERE:** 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 hereof. Any civil action arising from this
Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho
at Coeur d'Alene, Kootenai County, Idaho and may not thereafter be removed to any other State
or Federal Court. Each party shall be responsible for its own fees and costs.

8.7. WAIVER: No officer, employee, agent or otherwise of the City, has the power, right or authority
to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this
Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in
this Agreement, or a law shall be taken and construed as cumulative, that is, in addition to every other
remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of
this Agreement or to require at any time performance by the Consultant of any provision hereof, shall
in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this
Agreement or any part hereof, or the right of the City to hereafter enforce each and every such
provision.

8.8. HEADINGS: The Article and Section headings in this Agreement have been inserted solely for
the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed
to, define, limit, or extend the scope or intent of the Articles/Sections to which they appertain.

8.9. OTHER EMPLOYMENT: This Agreement is not an exclusive services Agreement. The
Consultant may take on other professional assignments while completing work under this Agreement.

8.10. RECOVERY OF FUNDS: Whenever, under the Agreement, any sum of money shall be
recoverable from or payable by the Consultant to the City, the same amount may be deducted from
any sum due to the Consultant under the Contract or under any other contract between the Consultant
and the City including reasonable attorney fees and or any other collection costs. The rights of City
are in addition and without prejudice to any other right the City may have to claim the amount of any
loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8.11. SEVERABILITY: In the event any term or condition of this Agreement or application thereof
to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions,
or applications of this Agreement, which can be given effect without the invalid term, condition, or
application. To this end the terms and conditions of this Agreement are declared severable.

8.12. NOTIFICATION: All notices called for or provided for in this Agreement shall be in writing
and must be served on any of the Parties either personally or by United States Mail to their respective
addresses set forth above. All notices or other communications given hereunder and sent or delivered
to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

8.13. INTEREST OF MEMBERS OF CITY AND OTHERS: No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

8.14. INTEREST OF CONSULTANT: The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

8.15. PERMITS: The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement.

8.16. INTEGRATION: This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.16 NONDISCRIMINATION: The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply will all the Nondiscrimination Requirements contained in Exhibit “A”, which by this reference is incorporated herein.

8.17. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses contained in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City’s support or opposition to these clauses nor acknowledgement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

(1) Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and Consultant employs ten (10) or more persons, then Consultant certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the “Anti-Boycott Against Israel Act” (Idaho Code
(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:

BY: ________________________
Shannon Howard,
City Clerk

Date: April ______, 2023

CONSULTANT

J-U-B Engineers, Inc
7825 Meadowlark Way,
Coeur d'Alene, ID 83815

Cory R. Baune, Executive Vice President

State of Idaho )
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

Karen R. Wilmoth
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.
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 online.)
   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 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 Huette Bypass (Build) and without the Huette Bypass (Build – No Huette).
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 5 year, 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.

      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.
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task Name</th>
<th>Fee Type</th>
<th>Amount</th>
<th>Anticipated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-12</td>
<td>transportation Master Plan</td>
<td>Lump Sum</td>
<td>$669,700</td>
<td>18 months from NTP</td>
</tr>
<tr>
<td>13</td>
<td>Management Reserve Fund</td>
<td>Time and Materials</td>
<td>$48,900</td>
<td>Concurrent with Tasks 1-12 and 6 month time extension if needed.</td>
</tr>
</tbody>
</table>

**Total:** $718,600

*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

| Task 1 - Project Management | Task 2 - Public Involvement | Task 3 - Existing Conditions/Data Collection | Task 4 - Multimodal Analysis | Task 5 - Street Typology Map | Task 6 - Travel Demand Model (Existing) | Task 6 - Travel Demand Model (Future) (Dependent on ITD I-90 Plan) | Task 7 - Future Conditions (assumes Task 6 completed in March) | Task 8 - Alternatives Analysis | Task 9 - Capital Improvement Program | Task 10 - Implementation Plan | Task 11 - TMP | Focus Project Extension |

Potential Timing of Meetings

T Technical Advisory Committee Meeting
P Public Open House
E Elected Leaders Presentation (Workshop/Adoption)
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.
  o 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
  o to determine if additional roadways need to be incorporated into the model
• Transportation analysis zone structure
  o 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
  o 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
  o to understand if the KMPO roadway capacity assumptions need to be modified for Post Falls
• Other inputs as necessary
  o Model Years
  o 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.

<table>
<thead>
<tr>
<th></th>
<th>Short-Term</th>
<th>Mid-term</th>
<th>Long-Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sensitivity</td>
<td>3</td>
<td>3</td>
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</tr>
<tr>
<td>Final</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Without Huetter</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>4</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

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.

---

### FEE

This proposal is subject to the successful negotiation of a mutually agreeable contract between Iteris and J-U-B Engineers. Iteris proposes to complete the described scope of services for a cost of $88,580, based on Table 1.

<table>
<thead>
<tr>
<th>TASK</th>
<th>Jennifer Emerson-Martin, PE</th>
<th>Jin Eo</th>
<th>Cameron Keague</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Accounting</td>
<td>HOURS</td>
<td>ODC</td>
</tr>
<tr>
<td>Task 1</td>
<td>Project Management</td>
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<td>Model Development Methodology</td>
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<td>Performance Metrics for TMP</td>
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<td>12</td>
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<td>Task 6</td>
<td>Future Year No-Build Scenarios</td>
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<tr>
<td>Task 8</td>
<td>Documentation</td>
<td>8</td>
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<tr>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td>174</td>
<td>168</td>
</tr>
</tbody>
</table>

ODCs (Travel, expenses, etc.) $200

**SUB-TOTAL** $88,580
### Post Falls, ID Traffic Counts

**J-U-B Engineering**

Attn: Riannon Zender

1305 N 30TH ST
Renton, WA 98056

**Wednesday, February 22, 2023**

<table>
<thead>
<tr>
<th>Collection Type</th>
<th>Quantity</th>
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<th>Rate</th>
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<td>Standard TMC: (35) AM/MD/PM Peak Hr</td>
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<td>HR</td>
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<td>13,650.00</td>
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<tr>
<td>Standard TMC: (36) PM Peak Hr</td>
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<td>HR</td>
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<tr>
<td>Tube: 24-Hr Speed/Class/Volume</td>
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<td>Flat</td>
<td>2,000.00</td>
<td>2,000.00</td>
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</tbody>
</table>

**Total Amount Due:** $32,900.00

(Included in J-U-B Fee to City)
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

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
### FOUNDATION AND SOIL PREPARATION

#### Code Compliance

1. All foundations shall be designed and constructed in accordance with the International Building Code, International Plumbing Code, International Electrical Code, and International Fire Code, as adopted by the City of Post Falls, Idaho.

2. All foundations shall be designed and constructed in accordance with the Uniform Building Code, Uniform Plumbing Code, Uniform Electrical Code, and Uniform Fire Code, as adopted by the State of Idaho.

3. All foundations shall be designed and constructed in accordance with the American Society for Testing and Materials (ASTM) standards for concrete construction.

4. All foundations shall be designed and constructed in accordance with the American Concrete Institute (ACI) standards for concrete construction.

5. All foundations shall be designed and constructed in accordance with the American Institute of Architects (AIA) standards for architectural design.

6. All foundations shall be designed and constructed in accordance with the American Society of Civil Engineers (ASCE) standards for civil engineering.

7. All foundations shall be designed and constructed in accordance with the American Society of Mechanical Engineers (ASME) standards for mechanical engineering.

8. All foundations shall be designed and constructed in accordance with the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) standards for HVAC.

9. All foundations shall be designed and constructed in accordance with the American Chemical Society (ACS) standards for chemical engineering.

#### Site Preparation

- Site preparation shall include the removal of all vegetation, grading, and compaction of the soil to ensure a stable foundation.
- Site preparation shall involve the installation of drains and leach fields as required by local codes.
- Site preparation shall include the installation of utility lines and services as required by local codes.
- Site preparation shall involve the installation of temporary protection measures to safeguard the foundation during construction.

#### Final Preparation

- Final preparation shall involve the inspection of the foundation and soil to ensure compliance with all codes and regulations.
- Final preparation shall include the testing of the soil to ensure adequate bearing capacity.
- Final preparation shall involve the installation of final protective measures to ensure the integrity of the foundation.
- Final preparation shall involve the installation of permanent protection measures to ensure the longevity of the foundation.

### CONCRETE

#### Code Compliance

1. All concrete shall be designed and constructed in accordance with the American Society for Testing and Materials (ASTM) standards for concrete construction.

2. All concrete shall be designed and constructed in accordance with the American Concrete Institute (ACI) standards for concrete construction.

3. All concrete shall be designed and constructed in accordance with the American Institute of Architects (AIA) standards for architectural design.

4. All concrete shall be designed and constructed in accordance with the American Society of Civil Engineers (ASCE) standards for civil engineering.

5. All concrete shall be designed and constructed in accordance with the American Society of Mechanical Engineers (ASME) standards for mechanical engineering.

6. All concrete shall be designed and constructed in accordance with the American Chemical Society (ACS) standards for chemical engineering.

#### Materials

- Concrete shall be a high-performance, self-consolidating mixture with a minimum compressive strength of 4,000 psi.
- Concrete shall be placed using a vibratory method to ensure compaction and eliminate voids.
- Concrete shall be cured using a standard curing method to ensure proper hydration.
- Concrete shall be protected from environmental factors during and after placement.

#### Construction

- Concrete shall be mixed in batches to ensure consistency in quality.
- Concrete shall be placed in lifts not exceeding 24 inches in thickness.
- Concrete shall be cured for a minimum of 28 days to ensure proper hydration and strength development.
- Concrete shall be protected from environmental factors during and after placement.

#### Testing

- Concrete shall be tested for compressive strength and other physical properties at various stages of the construction process.
- Concrete shall be tested for durability and resistance to environmental factors.
- Concrete shall be tested for compliance with all codes and regulations.

#### Final Inspection

- Final inspection shall be conducted to ensure compliance with all codes and regulations.
- Final inspection shall involve the testing of the concrete for compressive strength and other physical properties.
- Final inspection shall involve the testing of the concrete for durability and resistance to environmental factors.
- Final inspection shall involve the testing of the concrete for compliance with all codes and regulations.

---

### STATEMENT OF SPECIAL INSPECTIONS

- Special inspectors shall be notified in advance of the construction process.
- Special inspectors shall be present during the placement and finishing of the concrete.
- Special inspectors shall oversee the testing and curing of the concrete.
- Special inspectors shall ensure the compliance of the concrete with all codes and regulations.

---

### LEGEND AND ABBREVIATIONS

- **L**: Load-bearing structure
- **S**: Non-load-bearing structure
- **P**: Piping system
- **E**: Electrical system
- **H**: HVAC system
- **F**: Fire protection system
- **C**: Concrete structure
- **S**: Steel structure
- **W**: Wood structure
- **G**: Glass structure
- **T**: Terrazzo structure
- **V**: Ventilation system
- **R**: Roof system
- **D**: Door system
- **W**: Window system
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> wrote:

Good morning Dirk,
We decided to postpone this project until later this spring. We are looking to have this work done between May 12th and completed by June 2nd (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>
Sent: Thursday, September 1, 2022 7:27 PM
To: Ken Peterson <kpetersen@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 POST Falls.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message, if you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you
Shem,
We decided to postpone this project until the spring. We are looking to have this work done between May 12th and completed by June 2nd (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

---

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 10th.

Sincerely,
Ross Junkin
208-457-3384

Ross Junkin, CPWP-M
Public Works Maintenance Manager
Good morning Don,
We decided to postpone this project until later this spring. We are looking to have this work done between May 12th and completed by June 2nd (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: 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

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 sorry I got swamped. We wouldn’t have anyone available to meet your schedule. Thank you for the consideration though.
From: Ross Junkin  
Sent: Wednesday, February 15, 2023 1:12 PM  
To: Mark Mullane  
Subject: RE: Post Falls Fleet Shop - Slab Replacement  

Mark,

We decided to postpone this project until later this spring. We are looking to have this work done between May 12th and completed by June 2nd (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

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.

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.
Good morning Ron,

We decided to postpone this project until the later this spring. We are looking to have this work done between May 12th and completed by June 2nd (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

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.

Ross,
Here you go.

---

From: Ross Junkin <rjunkin@postfalls.gov>
Sent: Friday, September 9, 2022 8:50 AM
To: ron@tmlconst.com
Subject: Ross @ Post Falls
**Name / Address**
City of Post Falls  
408 Spokane St.  
Post Falls, ID 83854

**Estimate**

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/9/2023</td>
<td>165</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
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<th>Qty</th>
<th>Cost</th>
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<tr>
<td>Maintenance Building Floor Replacement</td>
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<td>14.00</td>
<td>53,760.00</td>
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<tr>
<td>Prep, Place/Finish 7&quot; Concrete Floor w/ #4 Rebar @ 8&quot; o.c.e.w (Figured at 80' x 48' assuming a 2&quot;-3&quot; cut from walls)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Includes rebar supply &amp; install, gravel placement &amp; compaction per plans</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Post Falls to assist with plumbing trench drains to relocated drain</td>
<td></td>
<td></td>
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<tr>
<td>Supply &amp; Install 10mil Stego Vapor Barrier Supply &amp; Install (14’ x 210’ Roll)</td>
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<td>2</td>
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<td>1,050.00</td>
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<td>LF</td>
<td>64</td>
<td>125.00</td>
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<tr>
<td>Demo</td>
<td>LS</td>
<td>1</td>
<td>16,500.00</td>
<td>16,500.00</td>
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</tbody>
</table>

Thank you for the opportunity!

**Subtotal**  
$79,310.00

**Sales Tax (0.0%)**  
$0.00

**Total**  
$79,310.00

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>(208) 818-2610</td>
<td><a href="mailto:Dirk@Jett-Concrete.com">Dirk@Jett-Concrete.com</a></td>
</tr>
</tbody>
</table>
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."

W I T N E S S E T H:

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 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
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 will 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

________________________________________
Ronald G. Jacobson, Mayor

ATTEST:

BY: ________________________________
   Shannon Howard
   City Clerk

Date: April ___ , 2023

CONTRACTOR

______________________________
Dirk Bennett, [Title]
Jett Concrete Inc.

Date: April 11 , 2023

State of Idaho )
   ; ss

County of _________ )

On this 11th 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.

JESSICA JOHNSTON
COMM NO. 20225127
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES: OCT. 26, 2028

Notary Public for the State of Idaho
Residing at: Post Falls, ID 83854
My Commission Expires: 10/26/2028
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 5th, 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 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.
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

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
February 9, 2023

Robbie Quinn
City of Post Falls
408 N. Spokane St.
Post Falls, ID  83854
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:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Sky ID Corp</td>
<td>$199,729.00</td>
</tr>
</tbody>
</table>

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 |

<table>
<thead>
<tr>
<th>BID INFORMATION:</th>
<th>Bidder #1</th>
</tr>
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<tbody>
<tr>
<td>CONTRACTOR:</td>
<td>Big Sky</td>
</tr>
<tr>
<td>Bid Schedule A</td>
<td>X</td>
</tr>
<tr>
<td>Bidder's Checklist</td>
<td>X</td>
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<tr>
<td>Designation of Subcontractors</td>
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<tr>
<td>Non-Collusion Affidavit</td>
<td>X</td>
</tr>
<tr>
<td>Anti-Discrimination Affidavit</td>
<td>X</td>
</tr>
<tr>
<td>Affidavit of Payment or Securement of All Taxes</td>
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</tr>
<tr>
<td>Non-Discrimination Exhibit C</td>
<td>X</td>
</tr>
<tr>
<td>Bid</td>
<td>$199,729.00</td>
</tr>
<tr>
<td>Corrections</td>
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<tr>
<td>Corrected Total</td>
<td>$199,729.00</td>
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<tr>
<td>Responsive Bidder</td>
<td>Yes</td>
</tr>
<tr>
<td>Bidder Rank</td>
<td>1</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Addendum Date</th>
<th>Number of Addendum</th>
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</thead>
<tbody>
<tr>
<td>10/3/22</td>
<td>1</td>
</tr>
<tr>
<td>1/12/23</td>
<td>2</td>
</tr>
</tbody>
</table>

(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
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:

<table>
<thead>
<tr>
<th>Title</th>
<th>Total Schedule Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule A / Base Bid:</td>
<td>$199,729.00</td>
</tr>
<tr>
<td><strong>Total Price</strong></td>
<td>$199,729.00</td>
</tr>
</tbody>
</table>

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.
If BIDDER is:

A Corporation

BIG SKY ID CORP

(Corporation Name)

IDAHO

(State of Incorporation)

By __________________________

(Signature of Person Authorized to Sign)

JEREMY TRIPP, PRESIDENT

(Name and Title of Person Authorized to Sign)

Attest __________________________

(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
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization (not to exceed 5% of Total Bid)</td>
<td>@</td>
<td>LS</td>
<td>$ 9,950</td>
<td>$ 9,950.00</td>
</tr>
<tr>
<td>2</td>
<td>Permit and Administrative Fees</td>
<td>@</td>
<td>LS</td>
<td>230.00</td>
<td>230.00</td>
</tr>
<tr>
<td>3</td>
<td>Quality Control</td>
<td>@</td>
<td>LS</td>
<td>$ 10,000.00</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Straw/Fiber Wattle</td>
<td>@</td>
<td>LF</td>
<td>5.00</td>
<td>500.00</td>
</tr>
<tr>
<td>5</td>
<td>Equipment Washout Station</td>
<td>@</td>
<td>EA</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Drilling for Surface Seal</td>
<td>@</td>
<td>LF</td>
<td>$403.00</td>
<td>$7,254.00</td>
</tr>
<tr>
<td>7</td>
<td>16” Sanitary Seal</td>
<td>@</td>
<td>LF</td>
<td>$340.00</td>
<td>6,120.00</td>
</tr>
<tr>
<td>8</td>
<td>Drilling 12” Well with Casing</td>
<td>@</td>
<td>LF</td>
<td>$250.00</td>
<td>75,000.00</td>
</tr>
<tr>
<td>9</td>
<td>12” Steel Casing</td>
<td>@</td>
<td>LF</td>
<td>$121.00</td>
<td>32,670.00</td>
</tr>
<tr>
<td>10</td>
<td>12” Telescoping Screen</td>
<td>@</td>
<td>LF</td>
<td>$782.00</td>
<td>23,460.00</td>
</tr>
<tr>
<td>11</td>
<td>12” Drive Shoe</td>
<td>@</td>
<td>EA</td>
<td>$547.00</td>
<td>547.00</td>
</tr>
<tr>
<td>12</td>
<td>12” Well Cap</td>
<td>@</td>
<td>EA</td>
<td>$518.00</td>
<td>518.00</td>
</tr>
<tr>
<td>13</td>
<td>Well Development</td>
<td>@</td>
<td>HR</td>
<td>337.00</td>
<td>13,480.00</td>
</tr>
<tr>
<td>14</td>
<td>Pump Test</td>
<td>@</td>
<td>LS</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
</tbody>
</table>

BID SCHEDULE A TOTAL = $199,729.00
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.
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.)

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Approximate Amount of Subcontract or Value of Materials</th>
<th>Idaho Public Works Contractor License No.</th>
<th>Type Work To Be Done</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO HVAC, ELECTRICAL OR PLUMBING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BIG SKY ID CORP</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/1/23

(Date)

(Name of Firm)

(Signature)

PRESIDENT

(Title)
THIS PAGE INTENTIONALLY LEFT BLANK
Non-Collusion Affidavit

(This Form to be Executed by Each Bidder and Submitted with Bid)

State of __IDAHO______)
County of __KOOTENAI____)

______________________________, being duly sworn, deposes and says that he/she is _______________________________, (sole owner, a partner, president, secretary, etc.)
of __________________________________________________________________________, 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: ______________

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__

NON-COLLUSION AFFIDAVIT
Anti-Discrimination Affidavit

STATE OF IDAHO
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
STATE OF IDAHO )
County of Kootenai )

______________________________, being first duly sworn, deposes and says that he [is] [is not] ______________ in conformance with Idaho Code 63-15-2; affiant states that ______________ has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable now due or delinquent including assessments, excises, and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this __________ day of ______________, 20___.

Subscribed and sworn to before me this __________ day of ______________, 20___.

Notary Public for State of Idaho
Residing at: ______________
My Commission expires: ___________
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.
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 24th, 2023

TO: Big Sky ID Corp

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.
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

   City of Post Falls, Idaho  (OWNER)  (CONTRACTOR)

   By: ________________________________  By: ________________________________
   (AUTHORIZED SIGNATURE)  (AUTHORIZED SIGNATURE)

   Mayor  (TITLE)  (DATE)  (TITLE)  (DATE)
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:

<table>
<thead>
<tr>
<th>Substantial Completion</th>
<th>Final Completion</th>
<th>Liquidated Damages per Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 Calendar Days</td>
<td>25 Calendar Days</td>
<td>$1,000 after Substantial Completion</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500 after Final Completion</td>
</tr>
</tbody>
</table>

AGREEMENT
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: 

City of Post Falls ____________________________ 

By: ____________________________ 

Name: ____________________________

CONTRACTOR: 

Big Sky ID Corp ____________________________

By: ____________________________

Name: Jeremy Tripp _________________

AGREEMENT
Title: ________________________________

Date: ________________________________

Address for giving notices:

Title:  President

Date:  4/5/23

Attest ________________________________

Address for giving notices:

10063 Navion Dr, Hayden, ID 83835

______________________________

License No.:  002207-U

Agent for service of process:
DATE: 04/12/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin
SUBJECT: Purchase of replacement asphalt paver

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
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

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. Their 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**

**Quote Id:** 26592176  
**Customer:** CITY OF POST FALLS

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**LEEBOY PAVER, ASPHALT, TRACK - PM151738**

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**Suggested List**  
$219,430.60

**Selling Price**  
$219,430.60

**Standard Options - Per Unit**

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**Standard Options Total**  
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**Dealer Attachments**

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**Dealer Attachments Total**  
$7,900.00

**Value Added Services Total**  
$0.00

**Suggested Price**  
$219,430.60

**Customer Discounts**

| Customer Discounts Total     | $0.00 | $0.00 |

**Total Selling Price**  
$219,430.60
# 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

## Equipment Summary

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**Equipment Total**  
$219,430.60

## Quote Summary

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**CUSTOMER# 700918**  
ON ACCT

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Salesperson: X  
DATE:  
Accepted By: X