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**CITY COUNCIL  
MEETING AGENDA**

**May 2, 2023  
6:00 PM**

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

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

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

**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 18, 2023, City Council Meeting
- b. Payables – April 11, 2023 – April 24, 2023
- c. Grant of Water Line Easement to Ross Point Water District
- d. FY24 Public Transportation Contribution
- e. February 2023 Cash and Investments
- f. Street Division Disposal of Vehicle Lift
- g. Brightly Mutual Confidentiality Agreement for Parks Division to Test Operations Software
- h. Police Department Asset Disposal of Totaled Patrol Vehicle
- i. Retirement of K9 Duco from the Police Department
- j. Creative Storage Solutions Plat Application

- k. Purchase of Compact Track Loader with Attachments by the Parks Division

## 2. PUBLIC HEARINGS

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

### ACTION ITEMS:

## 3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

### ACTION ITEMS:

- a. Ordinance – Terminating the Center Point Urban Renewal District
- b. Ordinance – Terminating the East Post Falls Urban Renewal District

## 4. NEW BUSINESS

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### ACTION ITEMS:

## 5. CITIZEN ISSUES

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

## 6. ADMINISTRATIVE / STAFF REPORTS

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

- a. Population Density: Bob Seale, Community Development Director presenting

## 7. MAYOR AND COUNCIL COMMENTS

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

## 8. EXECUTIVE SESSION

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

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

### **RETURN TO REGULAR SESSION**

### **ADJOURNMENT**

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

Mayor Ronald G. Jacobson

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

#### Mission

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

#### Vision

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

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

## Calendar of Meetings & Events

Apr 29		<b>Spring Residential Clean-Up/Recycle Day</b>
Apr 29	8:00 am	<b>Arbor Day Scavenger Hunt</b>
May 2	6:00 pm	<u>City Council</u>
May 16	5:00 pm	<u>City Council Workshop</u> – Water Reclamation Facility Plan
May 16	6:00 pm	<u>City Council</u>
May 17	5:30 pm	Planning and Zoning Commission
May 18	8:00 am	Urban Renewal Agency
May 23	6:00 pm	Parks and Recreation Commission
May 29		<b>City business offices are closed in Observance of Memorial Day</b>
May 30	5:30 pm	Planning and Zoning Commission
Jun 6	5:00 pm	<u>City Council Workshop</u> – FY24 Budget
Jun 6	6:00 pm	<u>City Council</u>
Jun 10		<b>Last Day of School</b>
Jun 13	5:30 pm	Planning and Zoning Commission
Jun 15	8:00 am	Urban Renewal Agency
Jun 15	5:30 pm	<u>City Council</u>
Jun 19		<b>City Business offices are closed in Observance of Juneteenth</b>
Jun 20	6:00 pm	<u>City Council</u> – Canceled moved to June 15th
Jun 27	6:00 pm	Parks and Recreation Commission - Workshop
Jul 4		<b>City Business offices are close in Observance of the 4<sup>th</sup> of July</b>
Jul 5	5:00 pm	<u>City Council Workshop</u> – FY24 Budget
Jul 5	6:00 pm	<u>City Council</u>
Jul 7		<b>Post Falls Festival</b>
Jul 8		<b>Post Falls Festival</b>
Jul 9		<b>Post Falls Festival</b>
Jul 11	5:30 pm	Planning and Zoning Commission
Jul 13	8:00 am	Urban Renewal Agency
Jul 18	5:00 pm	<u>City Council – Workshop</u>
Jul 18	6:00 pm	<u>City Council</u>
Jul 25	6:00 pm	Parks and Recreation Commission



# Post Falls City Council Meeting

## May 2<sup>nd</sup>, 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

#### 1. Consent Calendar

- c. Grant of Water Line Easement to Ross Point Water District – The Legal Department requests that the Council grant a water line easement to Ross Point Water District to allow them to install and maintain a water line within the former “Feeley Spur” of the Union Pacific Railroad. The City originally acquired this portion of the Spur from ITD as part of the Highway 41 widening project. Eventually, the Prairie Trail will be extended in this location. The grant of easement incorporates terms requiring Ross Point Water relocate their line if necessary to accommodate a city project. If approved, the Mayor shall sign the grant of easement.
- d. FY 24 Public Transportation Contribution – Kootenai County Public Transportation is requesting a 3% increase in the City of Post Falls’ contribution to City Link for FY 2024. The increase would result in a total of \$40,412 for the year. Previous increases were as follows: FY 23 was 3%, FY 22 was 2%, FY 21 was 0%, and FY 20 was 10%. If approved, the request will be included in the FY 2024 total budget requests for consideration.
- e. February 2023 Cash and Investments – The Finance Department presents the cash and investment balances to Council for approval for February 2023 in compliance with State code.
- f. Streets Division Disposal of Vehicle Lift – The Streets Division requests Council approval to dispose of an Ammco 4-Post Vehicle Lift purchased in 2013. The lift was creating a safety hazard as it did not correctly lift and hold vehicles. It would have cost more to repair than it is worth. If approved, the lift will be disposed of.
- g. Brightly Mutual Confidentiality Agreement for Parks Division to Test Operations Software – The Parks Division requests approval for the Confidentiality Agreement with Brightly Software for testing their new maintenance management software. This software would record work done to manage existing park and recreation facilities for Parks employees.

Brightly is offering trial access for the department to demo the software. If the trial is successful, the Parks Division will return to Council with a service agreement for consideration. There is no fiscal impact at this time.

- h. Police Department Asset Disposal of Totaled Patrol Vehicle – The Police Department requests approval to dispose of a 2008 Chevy Impala that was totaled by a suspect during a felonious assault on police officers. All salvageable equipment has been removed from the vehicle. If approved, the vehicle will be disposed of.
- i. Retirement of K9 Duco from the Police Department - The Police Department requests approval to Retire K9 Duco after almost 9 years of work, 220 deployments and many locates, drug seizures, and searches for the Post Falls Police Department. Due to Duco's extreme drive to do his work, he has been prone to injury which has only worsened with age. If approved, Duco will be retired and sold to his Officer handler for \$1.00.
- j. Creative Storage Solutions Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- k. Purchase of Compact Track Loader with Attachments by the Parks Division – The Parks Division requests approval of the quote with FMI Equipment for an ASV RT 40-AWC Compact Track Loader. This unit will allow for removal of snow in tight areas such as overpass sidewalks and bridges where our current utility vehicles struggle. In addition to snow removal duties, this tool will be used in the summer for general park maintenance and projects requiring the precision of a lighter weight, compact loader. Consistent with the City's Purchasing, an informal bid process was followed requesting quotes from three vendors. Parks staff recommend proceeding with the quote from FMI for \$70,412.60. This includes additional savings toward the purchase of the unit as FMI agreed to apply rental fees from the unit used by the city this past winter towards the purchase price. If approved, the purchase will proceed.

## 2. [Public Hearings](#)

None

## 3. [Unfinished Business](#)

- a. Ordinance: Terminating the Center Point Urban Renewal District – This ordinance formalizes the closing of the Center Point Urban Renewal District. Council may adopt the ordinance or take no action.
- b. Ordinance: Terminating the East Post Falls Urban Renewal District – This ordinance formalizes the closing of the East Post Falls Urban Renewal District. Council may adopt the ordinance or take no action.

## 4. [New Business](#)

None

6. Administrative / Staff Reports

- a. Population Density - Community Development Director Bob Seale will present this report.

8. Executive Session

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



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**CITY COUNCIL  
MEETING MINUTES**

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

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

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

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

Topic: Tiny Home Design Standards

Ethan Porter, Associate Planner presenting: The purpose of this is to provide a form of smaller single family residential units, diversifying housing choice and provide housing that is attainable and attractive to expand opportunities for home ownership. This will create a path to offer a middle ground between single-family residences and multi-family development residential communities while promoting open space, safety, and the interaction of the residence. Currently there are no standards in place. Having standards may provide a level playing field for all tiny home developments while creating a clearer path in permitting. Tiny home developments may incentivize some additional infill projects. Tiny homes can offer a smaller scale housing choice, which are suitable for meeting a variety of needs, compared to traditional detached single-family homes. A tiny home is any detached residential structure with a total living area, excluding any attached garage, of less than eight hundred (800) square feet.

**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, Lynn Borders, Kenny Shove – **Present**  
Nathan Ziegler - **Excused**

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

- a. The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Post Falls for its annual comprehensive financial report for the fiscal year ended September 30, 2021. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. Great job to Jason and his department for earning this award year after year.

- b. Jason Faulkner is also celebrating his 10 year anniversary with the City of Post Falls. We are lucky to have Jason leading our Finance Department and look forward to many years to come.
- c. Kootenai County Public Transportation (CityLink)

### **AMENDMENTS TO THE AGENDA**

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**None**

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

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**None**

### **1. CONSENT CALENDAR**

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

#### **ACTION ITEMS:**

- a. Minutes – 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

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

**Second by Malloy.**

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

**Motion Carried**

### **2. PUBLIC HEARINGS**

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#### **ACTION ITEMS:**

**None**

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

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**ACTION ITEMS:**

- a. Purchase of 6.6 Acres of Land at Montrose by the Parks Division

Dave Fair, Parks and Recreation Director presenting: The 6.6-acre parcel is connected to park land that will be dedicated to the city per the development agreement for Montrose. It fronts Empire Center Blvd and is north of Seltice. This projects negotiations began in 2015 with the Tullamore project and has been reviewed 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 of Clark Fork Parkway onto Seltice have made this process take longer than ever anticipated. The purchase price is \$1,581,228.00 and will come our of Part Impact Fees and ARPA funds.

**Motion by Malloy to approve the purchase of 6.6 acres of land at Montrose.**

**Second by Borders.**

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

**Motion Carried**

- b. Purchase of 489 S. Corbin Road by the Parks Division

Dave Fair, Parks and Recreation Director presenting: The 2.6 acre parcel is connected to Corbin Park on the north side. It fronts the west sie of Corbin Road. It is a logical extension of the park and with a neighboring dog facility it leads itself to a location for a dog park. The purchase includes a single level, 1,570 square foot house that was built in 1924. The house has a new roof and a new furnace. It has a detached garage and a barn. It is serviced by East Green Acres water. The listing price was \$649,000 and the purchase price is \$625,000. The offer also allows the sellers to stay in the house up to 6 months as they look for a new home. This will be paid for out of Park Impact Fees.

**Motion by Malloy to approve the purchase of 489 S. Corbin Road.**

**Second by Borders.**

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

**Motion Carried**

**4. NEW BUSINESS**

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**ACTION ITEMS:**

- a. Transportation Master Plan Update

Rob Palus, Assistant City Engineer presenting: 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 2032, 2035 and 2050. The plan will tie into and build off of regional planning data from the Kootenai Metropolitan Planning Organization (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 which includes a \$48,900 management reserve fund. Funding would come from and complete the three projects listed within the City's Street Impact Fees list: Transportation Master Plan Update 2018-2022, Traffic Counts and Signal Timing and Seltice Way Focused Corridor Phase I. Implementation of these three 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.

**Motion by Malloy to approve the Transportation Master Plan Update.**

**Second by Borders.**

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

**Motion Carried**

b. Contract with Jett Concrete Inc. to Replace the Fleet Shop Concrete Floor  
Ross Junkin, Maintenance Manager presenting: 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. We received two quotes for this work: S&L Underground (\$192,500) and Jett Concrete (\$79,310). In May of 2022, Council approved the replacement purchases of vehicle lifts 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. The cost for this contract with Jett Concrete is \$79,310.00 with a 10% contingency of \$7,931.00 for a total amount of \$97,241.00.

**Motion by Malloy to approve the contract with Jett Concrete Inc. to replace the Fleet shop concrete floor.**

**Second by Borders.**

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

**Motion Carried**

c. Contract for Drilling an Irrigation Well for the Tullamore Sports Complex

Robert Quinn, Parks Planner presenting: 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 the 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 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. The contract with Big Sky ID Corp is for \$199,729 and will come from Park Impact Fees.

**Motion by Malloy to approve the contract for drilling an irrigation well for the Tullamore Sports Complex.**

**Second by Walker.**

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

**Motion Carried**

d. Purchase of Replacement Asphalt Paver

Ross Junkin, Maintenance Manager presenting: 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 dealers attempts to correct it. City staff requests that Council approve the purchase of a new Leeboy 8520B in the total amount of \$219,430.60.

**Motion by Malloy to approve the purchase of a replacement asphalt paver.**

**Second by Walker.**

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

**Motion Carried**

## 5. CITIZEN ISSUES

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

None

## ADJOURNMENT 6:54 PM

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Ronald G. Jacobson, Mayor

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Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

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

### Mission

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### 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: APPKT10621 - Check Run 5.3.23  
 Vendor Set: 01 - Vendor Set 01

Check Date: 4/26/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 001 - GENERAL FUND</b>					
Balance Sheet Accounts					
<a href="#">VEN14448</a>	Kulka Land LLC				
APMWB	Check	<a href="#">SUBD-0018-2019</a>	Bond Release- 13236 W Prairie Ave	001-22115	33,509.72
		<a href="#">PLAT-0012-2020</a>	Bond Release- Quiet Reidge Subdivision	001-22115	42,478.78
<b>Balance Sheet Accounts Total:</b>					<b>75,988.50</b>
Dept: 411 Mayor & Council					
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR277217</a>	Doc. management	001-411.0000.66050	21.25
<b>Dept 411 Total:</b>					<b>21.25</b>
Dept: 412 Information Systems					
<a href="#">C140</a>	CDW Government Inc.				
APMWB	Check	<a href="#">HR28875</a>	Annual Duo renewal	001-412.0000.66014	5,189.25
		<a href="#">GR90444</a>	Parks Firewall Renewal	001-412.0000.66014	308.00
		<a href="#">HQ55010</a>	Mount for logitech AV	001-412.0000.66030	62.02
		<a href="#">HQ50417</a>	Logitech av system for basement conference r	001-412.0000.80010	3,772.70
		<a href="#">HS84105</a>	Logitech mic pods	001-412.0000.80010	824.22
<a href="#">D070</a>	Dell Marketing LP				
APMWB	Check	<a href="#">10666738251</a>	Optiplex 7000 workstations	001-412.0000.80010	6,890.59
		<a href="#">10663415776</a>	City Hall Hyper-v hardware	001-412.0000.92010	64,143.76
<b>Dept 412 Total:</b>					<b>81,190.54</b>
Dept: 413 General Services					
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR277217</a>	Doc. management	001-413.0000.66050	28.30
<b>Dept 413 Total:</b>					<b>28.30</b>
Dept: 414 Finance					
<a href="#">B091</a>	BDS				
APMWB	Check	<a href="#">87827</a>	Delinquent Notices	001-414.1445.62170	271.44
		<a href="#">87565</a>	Delinquent Notices & Utility Billing	001-414.1445.62170	5,725.01
				001-414.1445.62190	3,142.05
		<a href="#">87827</a>	Delinquent Notices	001-414.1445.62190	103.67
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">6288-03102023</a>	Notice of Public Hearing Fee Resolution FY 2000	001-414.0000.62000	36.49
		<a href="#">6288-03172023</a>		001-414.0000.62000	24.79
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">306214730001</a>	Office Supplies-Finance	001-414.0000.63060	38.98
<a href="#">I006</a>	SOLV Business Solutions-Safeguard				
APMWB	Check	<a href="#">427274</a>	1095C forms and Window envelopes	001-414.0000.63050	242.18
<b>Dept 414 Total:</b>					<b>9,584.61</b>
Dept: 415 City Clerk					
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">0000007498</a>	Printing of Ordinance 1484	001-415.0000.62000	48.04
		<a href="#">0000007499</a>	Printing of ordinance 1485	001-415.0000.62000	264.41
		<a href="#">0000007063</a>	Printing of Ordinance 1483	001-415.0000.62000	30.33
		<a href="#">0000007062</a>	Printing of Ordinance 1482	001-415.0000.62000	273.65
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR277217</a>	Doc. management	001-415.0000.66050	14.16
<b>Dept 415 Total:</b>					<b>630.59</b>

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 418 Human Resources					
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR277217</a>	Doc. management	001-418.0000.66050	28.30
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">306118891001</a>	Office Supplies- HR	001-418.0000.63060	59.34
<b>Dept 418 Total:</b>					<b>87.64</b>
Dept: 421 Police					
<a href="#">C05100</a>	Car Wash Plazas, Inc				
APMWB	Check	<a href="#">4986</a>	PD car washes	001-421.0000.67170	100.00
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL72370</a>	PD Fuel	001-421.0000.64030	5,731.23
<a href="#">C4106</a>	CPS				
APMWB	Check	<a href="#">TR-INV002074</a>	PD Applicant testing	001-421.0000.64020	572.00
		<a href="#">TR-RTN001157</a>	Credit for pre-employment testing	001-421.0000.64020	-35.00
<a href="#">D070</a>	Dell Marketing LP				
APMWB	Check	<a href="#">10664054039</a>	New Patrol Car Computers and docks	001-421.1109.90010	41,377.41
<a href="#">VEN02615</a>	Dr. Lou Sowers				
APMWB	Check	<a href="#">2013288</a>	New applicant evaluation	001-421.0000.62040	700.00
<a href="#">F030</a>	FedEx				
APMWB	Check	<a href="#">393712237755</a>	Evidence to US Atty Office	001-421.0000.63070	39.74
<a href="#">G020</a>	Galls, LLC				
APMWB	Check	<a href="#">023925074</a>	Gun mount	001-421.0000.63500	143.52
		<a href="#">024000849</a>	Uniform Gear - Roach	001-421.4000.72000	122.37
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR277213</a>	Copy fees	001-421.0000.66050	4.13
<a href="#">I153</a>	Idaho State Police				
APMWB	Check	<a href="#">S23099304</a>	Quarterly ILETS fee	001-421.0000.67310	14,012.50
<a href="#">L0195</a>	Language Line Services				
APMWB	Check	<a href="#">10981880</a>	Interpreter services	001-421.0000.65030	90.00
<a href="#">L140</a>	Lynn Peavey Company				
APMWB	Check	<a href="#">399486</a>	Gun boxes for Evidence	001-421.0000.63920	209.47
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-224513</a>	Control arm assy - PFPD104	001-421.0000.67100	295.02
		<a href="#">3688-224514</a>	Sway bar links - PFPD104	001-421.0000.67100	202.58
		<a href="#">3688-225618</a>	Rotors - PFPD110	001-421.0000.67100	172.34
		<a href="#">3688-224549</a>	Brakes - PFPD104	001-421.0000.67100	224.71
		<a href="#">3688-095125</a>	Dual fan assembly - PFPD111	001-421.0000.67100	156.36
		<a href="#">3688-225639</a>	Brake lube - Shop stocl	001-421.0000.67100	15.01
		<a href="#">3688-225326</a>	Tape - shop stock	001-421.0000.67100	8.88
		<a href="#">3688-225578</a>	Brakes - PFPD108	001-421.0000.67100	257.85
		<a href="#">3688-225412</a>	Idler pulleys - PFPD98	001-421.0000.67100	90.29
		<a href="#">3688-223387</a>	Credit for returned rotor	001-421.0000.67100	-103.00
		<a href="#">3688-225401</a>	Serpentine belt - PFPD98	001-421.0000.67100	36.95
<a href="#">P4384</a>	Proforce Law Enforcement				
APMWB	Check	<a href="#">516386</a>	Credit for gun trades	001-421.0000.63500	-13,632.00
		<a href="#">480318</a>	Patrol guns	001-421.0000.63500	17,040.00
		<a href="#">514447</a>	Rifle sling	001-421.0000.67020	54.76
		<a href="#">514639</a>	2023 Patrol Body Armor Purchase	001-421.4000.72010	16,236.04
<a href="#">R1541</a>	Ricoh USA Inc.				
APMWB	Check	<a href="#">5067059933</a>	PD copier	001-421.0000.66050	67.05
		<a href="#">5067099089</a>		001-421.0000.66050	80.57
		<a href="#">5067098297</a>		001-421.0000.66050	125.40
<a href="#">S022</a>	Salt Lake Wholesale Sports				
APMWB	Check	<a href="#">89416</a>	Ammo	001-421.0000.63300	482.65
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">341563/1</a>	Misc nuts and bolts, chair runner	001-421.0000.67100	17.79
<a href="#">S275</a>	Solar Eclipse				
APMWB	Check	<a href="#">47458</a>	Rock chip repair - 09 Tahoe	001-421.0000.67170	39.95
<a href="#">VEN14765</a>	Sound Uniform Solutions, Inc				
APMWB	Check	<a href="#">202303SU228</a>	Jumpsuit - Cope	001-421.4000.72000	443.50

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">202303SU203</a>	Jumpsuit - Allen	001-421.4000.72000	473.50
		<a href="#">202303SU227</a>	Jumpsuit - Brown	001-421.4000.72000	473.50
		<a href="#">202303SU226</a>	Jumpsuit - Crigger	001-421.4000.72000	503.50
<a href="#">VEN12205</a>	SpectraSite Communications, LLC				
APMWB	Check	<a href="#">4213793</a>	Herborn Tower rent	001-421.0000.62040	631.13
<a href="#">VEN14564</a>	Threads				
APMWB	Check	<a href="#">10</a>	Uniform alterations	001-421.4000.72000	30.00
<a href="#">T118</a>	TPI Embroidery				
APMWB	Check	<a href="#">18955</a>	Patrol Hats - Childers/Finan	001-421.4000.72000	63.88
		<a href="#">10025 2</a>	Patrol hat - Cope	001-421.4000.72000	22.00
		<a href="#">18902</a>	Patrol hat - Slover	001-421.4000.72000	22.00
<a href="#">VEN03255</a>	Ziply Fiber				
APMWB	Check	<a href="#">2081970075040822-</a>	PD Phones	001-421.0000.65030	1,141.72
		<a href="#">2081971263042618-</a>		001-421.0000.65030	616.00
<b>Dept 421 Total:</b>					<b>89,357.30</b>
Dept: 423 Oasis					
<a href="#">VEN02102</a>	Stevens, Randi M.				
APMWB	Check	<a href="#">802A</a>	VSU Group support - March	001-423.1153.68400	920.00
		<a href="#">802</a>	VSU Support Group - February	001-423.1153.68400	778.00
<a href="#">VEN14365</a>	Valiant Law				
APMWB	Check	<a href="#">23-12434</a>	VSU client legal services	001-423.1153.68400	1,495.00
<b>Dept 423 Total:</b>					<b>3,193.00</b>
Dept: 424 Legal					
<a href="#">D070</a>	Dell Marketing LP				
APMWB	Check	<a href="#">10658772810</a>	Cellular laptop for Pat	001-424.0000.80010	1,295.13
<a href="#">L070</a>	LexisNexis Matthew Bender				
APMWB	Check	<a href="#">32381387</a>	Id Criminal Rules 2022 Pocket Edition	001-424.0000.63010	114.10
<b>Dept 424 Total:</b>					<b>1,409.23</b>
Dept: 427 Animal Control					
<a href="#">VEN14369</a>	Better Together Animal Alliance				
APMWB	Check	<a href="#">PF34</a>	Vet services	001-427.0000.62040	60.00
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL72370</a>	PD Fuel	001-427.0000.64030	249.73
<b>Dept 427 Total:</b>					<b>309.73</b>
Dept: 431 Streets					
<a href="#">VEN14779</a>	A River City Plumbing Service, LLC				
APMWB	Check	<a href="#">13248</a>	Clogged bathroom - Streets	001-431.0000.68010	260.00
<a href="#">A497</a>	Arrow Construction Supply, Inc				
APMWB	Check	<a href="#">363967</a>	Crafco Melter DuckBill Tip	001-431.0000.68100	117.56
<a href="#">VEN05261</a>	CDA PAVING				
APMWB	Check	<a href="#">81908</a>	Yard Waste - Dirty asphalt & Earthfill	001-431.0000.68130	139.04
		<a href="#">82180</a>	Yard dumping	001-431.0000.68130	49.12
<a href="#">VEN14748</a>	CPR Central				
APMWB	Check	<a href="#">NCITYPF20230425</a>	Keychain Face Shields	001-431.0000.63110	225.00
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR278973</a>	Streets Copier	001-431.0000.66050	36.16
<a href="#">VEN01373</a>	Intermountain Sign & Safety				
APMWB	Check	<a href="#">16727</a>	Telspar posts	001-431.0000.63260	264.00
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-224254</a>	Glass Cleaner & Towels	001-431.0000.63000	158.82
<a href="#">P410</a>	Post Falls Highway District				
APMWB	Check	<a href="#">1787</a>	March Mag Use	001-431.0000.68080	4,313.34
<a href="#">VEN02884</a>	Rodda Paint				
APMWB	Check	<a href="#">45232494</a>	Rock Guard	001-431.0000.68100	-24.72
		<a href="#">45232398</a>	2023 Paint and Beads	001-431.0000.68100	29,940.00
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">342113/1</a>	Wood Screw	001-431.0000.63000	12.59

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">341719/1</a>	Nails Bolts Nuts	001-431.0000.63260	0.84
		<a href="#">341867/1</a>	Xylene & Citristrip	001-431.0000.63260	42.81
		<a href="#">342104/1</a>	Connector 7 pole RV blade	001-431.0000.67090	11.69
		<a href="#">342128/1</a>	Red Coupling	001-431.0000.68100	4.49
		<a href="#">342120/1</a>	Pipe joint compound & Thread Seal tape	001-431.0000.68100	8.44
		<a href="#">342020/1</a>	Fireman Nozzle 2p Ace	001-431.0000.68100	14.39
		<a href="#">341706/1</a>	Clamp	001-431.0000.68150	38.76
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc				
APMWB	Check	<a href="#">240065445-00</a>	120 Grit discs	001-431.0000.63260	46.53
<a href="#">T090</a>	Thorco, Inc.				
APMWB	Check	<a href="#">1795022</a>	Pipe Threading - RRFB	001-431.0000.63260	125.00
<a href="#">U140</a>	UpScale Mail				
APMWB	Check	<a href="#">325946</a>	Return of School Beacon to JSF Tech	001-431.0000.63070	214.88
<a href="#">W090</a>	Welch Comer & Associates, Inc.				
APMWB	Check	<a href="#">41354110-011</a>	Spokane Street Rehab Welch Invoice March 2'	001-431.1811.95040	4,091.45
<b>Dept 431 Total:</b>					<b>40,090.19</b>

Dept: 433 Facility Maintenance

<a href="#">P310</a>	Platt Electric Supply				
APMWB	Check	<a href="#">3z67167</a>	bulbs and ballasts	001-433.0000.63720	206.22
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">341472/1</a>	Misc. maintenance supplies	001-433.0000.63730	62.08
		<a href="#">341718/1</a>	CH cement block repair	001-433.0000.67030	17.98
		<a href="#">341579/1</a>	hvac repair streets	001-433.0000.67030	14.20
		<a href="#">341325/1</a>	PD toilet repair	001-433.0000.67030	8.09
		<a href="#">341362/1</a>	Public Works siding repair	001-433.0000.67030	7.97
<a href="#">W0226</a>	Walter E Nelson Co				
APMWB	Check	<a href="#">495215</a>	Paper supplies CH and PD	001-433.0000.63140	301.19
		<a href="#">496201</a>	cleaning supplies CH and PD	001-433.0000.63150	142.32
		<a href="#">495999</a>	cleaning supplie CH and PD	001-433.0000.63150	44.76
		<a href="#">496200</a>	paper supplies	001-433.0000.63150	498.16
		<a href="#">495251</a>	Cleaning supplies CH and PD	001-433.0000.63150	353.64
		<a href="#">495345</a>	Carpet machine repair parts	001-433.0000.67030	33.60
<b>Dept 433 Total:</b>					<b>1,690.21</b>

Dept: 434 Fleet Maintenance

<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">91482</a>	Texcel 100R4 3/4" - S211	001-434.0000.63011	38.28
		<a href="#">91517</a>	Misc hoses - S234	001-434.0000.63011	137.16
		<a href="#">91395</a>	Hydraulic hoses - P455	001-434.0000.63012	159.46
<a href="#">VEN14736</a>	Cintas Corporation No. 3				
APMWB	Check	<a href="#">4150638738</a>	Laundry & Rugs Service	001-434.0000.63160	64.25
		<a href="#">4153453177</a>	Laundry & Rug Service	001-434.0000.63160	60.61
		<a href="#">4151345172</a>	Laundry & Rug service	001-434.0000.63160	64.25
		<a href="#">4152748125</a>	Laundry & Rug services	001-434.0000.63160	64.25
		<a href="#">4145729785</a>	Laundry & Rugs Service	001-434.0000.63160	64.25
		<a href="#">4147832548</a>	Laundry & Rug Service	001-434.0000.63160	64.25
		<a href="#">4148529819</a>	Laundry & Rugs Service	001-434.0000.63160	64.25
<a href="#">VEN01683</a>	Goodyear Tire & Rubber Company				
APMWB	Check	<a href="#">197-1147960</a>	C302 tire replacment	001-434.0000.67190	2,578.20
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-224571</a>	Ignition Lock Cylinder - S123	001-434.0000.63011	62.48
		<a href="#">3688-225541</a>	Ignnition Lock Cylinder - S123	001-434.0000.63011	-62.48
		<a href="#">3688-227449</a>	Spark PLug - S234	001-434.0000.63011	6.16
		<a href="#">3688-227031</a>	Cabin air filter - S211	001-434.0000.63011	13.13
		<a href="#">3688-226543</a>	Fuel & Air Filter - S560	001-434.0000.63011	21.87
		<a href="#">3688-224673</a>	Stock order - filters	001-434.0000.63011	52.87
		<a href="#">3688-227033</a>	PEAK -30 DE-ICER WASH	001-434.0000.63011	90.80
		<a href="#">3688-25985</a>	Oil Drain Gasket & Heavy Duty Scissors	001-434.0000.63012	39.97
		<a href="#">3688-225854</a>	Air Filters - C302	001-434.0000.63012	46.56
		<a href="#">3688-222965</a>	Tranny Filter - P473/P472	001-434.0000.63012	47.76

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">3688-227033</a>	PEAK -30 DE-ICER WASH	001-434.0000.63012	90.80
		<a href="#">3688-226941</a>	Grease Cap - C410	001-434.0000.63012	8.04
		<a href="#">3688-224581</a>	Spindle Nut & Race Rotor for UF101	001-434.0000.63012	-129.58
		<a href="#">3688-224673</a>	Stock order - filters	001-434.0000.63012	52.85
		<a href="#">3688-225166</a>	Radiator Hoses - P120	001-434.0000.63012	120.35
		<a href="#">3688-224673</a>	Stock order - filters	001-434.0000.63013	52.85
		<a href="#">3688-227033</a>	PEAK -30 DE-ICER WASH	001-434.0000.63013	90.80
		<a href="#">3688-225389</a>	AA/AAA Batteries	001-434.0000.63060	45.12
		<a href="#">3688-225151</a>	Ratcheting wrench - sweeper	001-434.0000.67090	47.59
		<a href="#">3688-226832</a>	Z Swivel	001-434.0000.67090	89.11
<a href="#">VEN08121</a>	PacWest Machinery LLC				
APMWB	Check	<a href="#">30413186</a>	Sweeper Service	001-434.0000.67170	1,878.47
<a href="#">P1001</a>	Pape Machinery				
APMWB	Check	<a href="#">GM 309237 S</a>	Streets Paver	001-434.0000.90010	219,430.60
<a href="#">P180</a>	Perfection Tire				
APMWB	Check	<a href="#">1055892</a>	Full oil change service - P114	001-434.0000.67170	915.41
<a href="#">UB*05244</a>	PERFECTION TIRE				
APMWB	Check	<a href="#">1055752</a>	Steering, Brakes, Alignment - S213	001-434.0000.67170	4,069.75
<a href="#">VEN07942</a>	RWC International LTD				
APMWB	Check	<a href="#">CM for RA10600233</a>	Post credit for duplicate payment	001-434.0000.63007	-1,360.00
		<a href="#">XA106049369 02</a>	Hose Rad Bulk - S233	001-434.0000.63011	21.54
		<a href="#">XA106050628 01</a>	Block Heater - S217	001-434.0000.63011	-79.81
		<a href="#">XA106049742 01</a>	Surge Tank - S217	001-434.0000.63011	319.80
		<a href="#">XA106036978-01</a>	Surge Tank Cap for R200	001-434.0000.63011	21.05
		<a href="#">XA106045435 01</a>	Parking Break Valve - S217	001-434.0000.63011	264.22
		<a href="#">XA106049369 01</a>	Water Pump - S233	001-434.0000.63011	263.88
		<a href="#">XA106025720-01</a>	ABS Speed Sensor 40	001-434.0000.63011	188.66
		<a href="#">XA106037596-01</a>	Mirror for S209	001-434.0000.63011	140.46
		<a href="#">XA106049982 01</a>	Block Heater - S217	001-434.0000.63011	79.81
		<a href="#">XA106053513 01</a>	Filters - R200	001-434.0000.63012	190.34
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">341725/1</a>	Nails Bolts Nuts	001-434.0000.63012	13.17
		<a href="#">342126/1</a>	Plunger 4" Red Cup	001-434.0000.67090	5.39
<a href="#">S275</a>	Solar Eclipse				
APMWB	Check	<a href="#">47375</a>	Windshield replacement - B106	001-434.0000.67170	289.00
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc				
APMWB	Check	<a href="#">240063859-00</a>	assorted screws and nuts	001-434.0000.63011	35.26
				001-434.0000.63012	35.25
				001-434.0000.63013	35.25
<a href="#">T106</a>	Titan Truck Equipment				
APMWB	Check	<a href="#">1345492</a>	OM-DX8504 Manuals - UF200	001-434.0000.63012	379.58
		<a href="#">1347315</a>	Service of S233	001-434.0000.67170	1,643.64
<a href="#">VEN13040</a>	Turf Star Western				
APMWB	Check	<a href="#">7274144-00</a>	P451 parts	001-434.0000.63012	1,783.83
<a href="#">VEN13987</a>	Western Peterbilt, LLC				
APMWB	Check	<a href="#">027P246421</a>	Big Switch w/lockoutXL Studs - S211	001-434.0000.63011	154.68
		<a href="#">027R5469</a>	Sweeper Inspection & Repair	001-434.0000.67170	2,201.06
		<a href="#">0027R5558</a>	Service - S237	001-434.0000.67170	1,227.27
		<a href="#">027R5628</a>	Electrical repair - S237	001-434.0000.67170	1,130.90
		<a href="#">027R5601</a>	HVAC repair - S237	001-434.0000.67170	680.05
<b>Dept 434 Total:</b>					<b>240,104.77</b>
Dept: 441 Urban Forestry					
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">91071</a>	Equipment Maintenance	001-441.0000.66190	121.95
<a href="#">VEN14377</a>	Affordable Stump Grinding				
APMWB	Check	<a href="#">1198</a>	Stump Grinding at Multiple Locations	001-441.0000.62040	2,978.00
<a href="#">C3818</a>	Cooper Fabrication, Inc.				
APMWB	Check	<a href="#">25264</a>	Equipment Maintenance	001-441.0000.66190	428.96
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">341316/1</a>	Tools	001-441.0000.67090	105.43



Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">340897/1</a>	Tools for UF	001-441.0000.67090	163.81
		<a href="#">341076/1</a>	Irrigation Parts	001-441.0000.68230	28.57
		<a href="#">340953/1</a>		001-441.0000.68230	42.97
<a href="#">A565</a>	SiteOne Landscape Supply, LLC				
APMWB	Check	<a href="#">127762329-001</a>	Irrigation Parts	001-441.0000.68230	57.16
<a href="#">T106</a>	Titan Truck Equipment				
APMWB	Check	<a href="#">1346698</a>	Decals for Safety	001-441.0000.63110	55.10
<a href="#">U140</a>	UpScale Mail				
APMWB	Check	<a href="#">62969</a>	Shipping for Jupiter Docking Station	001-441.0000.63070	13.14
<b>Dept 441 Total:</b>					<b>3,995.09</b>
Dept: 442 Cemetery					
<a href="#">N210</a>	Northland Nursery				
APMWB	Check	<a href="#">30623</a>	top soil	001-442.0000.68170	302.40
<a href="#">W230</a>	Wilbert Precast Inc.				
APMWB	Check	<a href="#">1121590</a>	Concrete bases	001-442.0000.68170	446.49
<a href="#">Z026</a>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">2165205</a>	portland concrete	001-442.0000.68170	23.35
<b>Dept 442 Total:</b>					<b>772.24</b>
Dept: 443 Parks					
<a href="#">A365</a>	American On-Site Services				
APMWB	Check	<a href="#">505433</a>	White Pine Portable Restroom	001-443.0000.65050	37.10
		<a href="#">505434</a>	Falls Portable Restroom	001-443.0000.65050	27.56
		<a href="#">505432</a>	Tullamore Portable Restroom	001-443.0000.65050	27.56
		<a href="#">505431</a>	Kiwanis Portable Restroom	001-443.0000.65050	27.56
<a href="#">C130</a>	Coeur d'Alene Tractor				
APMWB	Check	<a href="#">CDA-1070169</a>	Water Tanks	001-443.0000.67020	643.54
<a href="#">C360</a>	Consolidated Supply Co.				
APMWB	Check	<a href="#">S011324374.001</a>	Plumbing Parts for Parks	001-443.0000.68250	252.48
<a href="#">C3818</a>	Cooper Fabrication, Inc.				
APMWB	Check	<a href="#">25415</a>	Repair of Victor Island	001-443.0000.67050	1,035.22
<a href="#">C410</a>	Country Lock & Key, Inc.				
APMWB	Check	<a href="#">11338</a>	Latch for Q'emiln	001-443.1658.62330	18.95
<a href="#">E054</a>	Evan Ferguson Concrete, Inc.				
APMWB	Check	<a href="#">1549</a>	Concrete for Lean-to	001-443.0000.94180	19,842.00
<a href="#">F020</a>	Fastenal Company				
APMWB	Check	<a href="#">IDCOE178188</a>	Hardware for Stock	001-443.0000.67030	17.54
<a href="#">G098</a>	Grainger				
APMWB	Check	<a href="#">9667579958</a>	Batteries for Stock	001-443.0000.67030	25.68
<a href="#">VEN02005</a>	Matheus Lumber Company				
APMWB	Check	<a href="#">67694005</a>	Lumber for Portabe Restroom Hut	001-443.0000.68160	86.24
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-223363</a>	Oil for Small Equipment	001-443.0000.66190	32.28
<a href="#">VEN14775</a>	Park N Play Northwest LLC				
APMWB	Check	<a href="#">891</a>	Beck Slide Parts and Hardware	001-443.0000.68013	1,408.00
<a href="#">VEN14579</a>	Planet Turf				
APMWB	Check	<a href="#">3003302</a>	Grass Seed	001-443.0000.68180	1,530.00
<a href="#">VEN14769</a>	PNW Fearless Fast Pitch				
APMWB	Check	<a href="#">69714</a>	Field Reservation Refund - Practice Rained Out	001-443.1639.33396	31.80
<a href="#">R060</a>	Ragan Equipment Co.				
APMWB	Check	<a href="#">01-124698</a>	Rankin Fertilizer Spreader with Agitator	001-443.0000.67020	3,945.00
<a href="#">R1691</a>	River City Paint & Decorating				
APMWB	Check	<a href="#">52848</a>	Portable Restroom Cover	001-443.0000.68160	19.91
		<a href="#">52885</a>	Field Paint	001-443.0000.68240	324.75
		<a href="#">52945</a>	Falls Restroom Paint	001-443.1658.62330	75.83
<a href="#">VEN09319</a>	Rolled Steel Products, Inc				
APMWB	Check	<a href="#">303875</a>	Roofing for Falls Park Restroom	001-443.1658.62330	1,901.16
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">341848/1</a>	Lags for Hilde Portable Hut	001-443.0000.67030	39.80
		<a href="#">341852/1</a>	Hilde Portable Hut	001-443.0000.67030	15.90

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">342038/1</a>	Hardware for Stock	001-443.0000.67030	41.88
		<a href="#">341859/1</a>	Saw Blades	001-443.0000.67090	39.56
		<a href="#">341802/1</a>	Chemical to Fill Bee Holes	001-443.0000.68220	7.19
		<a href="#">341681/1</a>	Plumbing Repair Parts	001-443.0000.68250	118.58
		<a href="#">341686/1</a>	Plumbing Parts	001-443.0000.68250	2.16
		<a href="#">341715/1</a>	Connectors for Lean-to	001-443.0000.94180	27.09
<b>A565</b>	SiteOne Landscape Supply, LLC				
APMWB	Check	<a href="#">128648935-001</a>	Fertilizer For Parks	001-443.0000.68200	6,001.12
		<a href="#">128816365-001</a>	Irrigation Parts	001-443.0000.68230	34.70
		<a href="#">127792055-002</a>		001-443.0000.68230	398.35
<b>W0226</b>	Walter E Nelson Co				
APMWB	Check	<a href="#">496056</a>	Cleaning Supplies for the Parks	001-443.0000.63150	1,556.25
<b>Z026</b>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">429431</a>	Plywood for Playground	001-443.0000.68013	46.70
		<a href="#">435848</a>	Hilde Portable Hut	001-443.0000.68160	355.90
		<a href="#">438365</a>		001-443.0000.68160	193.00
		<a href="#">430624</a>	Door for Lean-to	001-443.0000.94180	372.00
<b>Dept 443 Total:</b>					<b>40,560.34</b>
Dept: 444 Parks - Construction					
<b>VEN14669</b>	Power City Electric, Inc				
APMWB	Check	<a href="#">041223</a>	Landings Electrical	001-444.0000.94180	1,070.91
<b>VEN14676</b>	Selland Construction Inc				
APMWB	Check	<a href="#">4142023</a>	Crown Pointe Grading Project	001-444.0000.94180	9,968.00
<b>Dept 444 Total:</b>					<b>11,038.91</b>
Dept: 445 Recreation					
<b>VEN14772</b>	Family Friendly DJ				
APMWB	Check	<a href="#">1178</a>	DJ for Daddy Daughter Dance	001-445.0000.63080	190.00
<b>V040</b>	ODP Business Solutions				
APMWB	Check	<a href="#">307419132001</a>	Office Supplies- Recreation	001-445.0000.63060	59.34
		<a href="#">307418232001</a>		001-445.0000.63060	21.98
		<a href="#">307419132001</a>		001-445.0000.63060	25.18
<b>R097</b>	Rebecca Powell				
APMWB	Check	<a href="#">042423</a>	Brochure Layout	001-445.0000.63210	1,145.00
<b>S050</b>	Saturday Night Inc.				
APMWB	Check	<a href="#">103928</a>	Flag Football T-shirts	001-445.0000.63430	282.10
		<a href="#">103927</a>	Volleyball T-shirts	001-445.0000.63430	1,149.00
		<a href="#">103956</a>	Soccer T-shirts	001-445.0000.63430	968.30
		<a href="#">103958</a>		001-445.0000.63430	1,424.80
		<a href="#">103957</a>		001-445.0000.63430	859.30
		<a href="#">032323</a>		001-445.0000.63430	630.90
<b>S054</b>	Schmidt, Sheila				
APMWB	Check	<a href="#">041823</a>	Contractual Services	001-445.1617.33339	2,339.20
<b>Dept 445 Total:</b>					<b>9,095.10</b>
Dept: 450 Economic & Comm. Dev. Rev					
<b>VEN06558</b>	ARCHITERRA HOMES				
APMWB	Check	<a href="#">04.25.23</a>	Refund for overpayment of mechanical permits	001-450.1756.38501	120.00
<b>Dept 450 Total:</b>					<b>120.00</b>
Dept: 451 Planning & Zoning					
<b>C291</b>	Coeur d' Alene Press				
APMWB	Check	<a href="#">0000110958</a>	Cottage House Publication	001-451.0000.62000	514.50
		<a href="#">0000102628</a>	Montrose 2022 Major PUD Public Hearing notice	001-451.0000.62000	3,087.00
		<a href="#">0000110959</a>	Impact Fee Publication	001-451.0000.62000	514.50
<b>H001</b>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR277216</a>	Contract Charges for G736M660937	001-451.1901.66140	2.81
		<a href="#">AR277215</a>	Contract Charges for V9735700465	001-451.1901.66140	11.58
<b>R1541</b>	Ricoh USA Inc.				
APMWB	Check	<a href="#">Inv #5067084382</a>	Copier	001-451.0000.66050	74.22



Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">5066910753</a>	Copier Lease	001-451.0000.66050	56.58
<b>Dept 451 Total:</b>					<b>4,261.19</b>
Dept: 452 Building Inspector					
<a href="#">B091</a>	BDS				
APMWB	Check	<a href="#">87565</a>	Delinquent Notices & Utility Billing	001-452.0000.62040	50.00
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR277216</a>	Contract Charges for G736M660937	001-452.1901.66140	2.81
		<a href="#">AR277215</a>	Contract Charges for V9735700465	001-452.1901.66140	11.58
<a href="#">R1541</a>	Ricoh USA Inc.				
APMWB	Check	<a href="#">5066910753</a>	Copier Lease	001-452.0000.66050	56.58
		<a href="#">Inv #5067084382</a>	Copier	001-452.0000.66050	74.22
<b>Dept 452 Total:</b>					<b>195.19</b>
Dept: 453 Engineering					
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR277215</a>	Contract Charges for V9735700465	001-453.1901.66140	11.57
		<a href="#">AR277216</a>	Contract Charges for G736M660937	001-453.1901.66140	2.82
<a href="#">J105</a>	J-U-B Engineers, Inc.				
APMWB	Check	<a href="#">0161306</a>	Contracts/Professional	001-453.0000.62040	302.70
<a href="#">R1541</a>	Ricoh USA Inc.				
APMWB	Check	<a href="#">Inv #5067084382</a>	Copier	001-453.1901.66050	74.21
		<a href="#">5066910753</a>	Copier Lease	001-453.1901.66050	56.58
<b>Dept 453 Total:</b>					<b>447.88</b>
Dept: 454 Community Development Admin					
<a href="#">C140</a>	CDW Government Inc.				
APMWB	Check	<a href="#">HT67730</a>	Map room TV monitor	001-454.0000.80010	471.24
<a href="#">D070</a>	Dell Marketing LP				
APMWB	Check	<a href="#">10665558080</a>	Map room pc	001-454.0000.80010	1,015.79
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">CM0004618</a>	ODP	001-454.0000.63060	-11.68
		<a href="#">306214730001</a>	Office Supplies-Finance	001-454.0000.63060	297.77
<b>Dept 454 Total:</b>					<b>1,773.12</b>
Dept: 481 Capital Improvements/Contracts					
<a href="#">A4900</a>	Architectural Hardware, Inc.				
APMWB	Check	<a href="#">65319Z</a>	PD Substation Door Frame	001-481.0000.68395	1,023.00
<a href="#">S55000</a>	Division of Occupational and Professional Licenses				
APMWB	Check	<a href="#">H001705-2023</a>	Elevator Certification	001-481.0000.68060	125.00
<a href="#">S3921</a>	Standard Plumbing				
APMWB	Check	<a href="#">65112</a>	Heat pump Replacement x 2 at City Hall.	001-481.0000.68390	5,504.00
<a href="#">U040</a>	United Electrical				
APMWB	Check	<a href="#">21987</a>	Pendant lights at PD substation	001-481.0000.68395	531.10
<b>Dept 481 Total:</b>					<b>7,183.10</b>
<b>Fund 001 Total:</b>					<b>623,128.02</b>
<b>Fund: 008 - 911 SUPPORT</b>					
Dept: 426 911 Support					
<a href="#">VEN13000</a>	Commercial Electronics Corp				
APMWB	Check	<a href="#">INV-32275</a>	Hardware exchange/Annual Maintenance	008-426.0000.67260	9,745.00
<b>Dept 426 Total:</b>					<b>9,745.00</b>
<b>Fund 008 Total:</b>					<b>9,745.00</b>
<b>Fund: 023 - SPECIAL EVENTS</b>					
Dept: 446 Special Events					
<a href="#">N080</a>	Nickels Worth				
APMWB	Check	<a href="#">03/31/23</a>	Spring Craft Fair Ad Space	023-446.1601.62001	110.50
<a href="#">R251</a>	Serights Ace Hardware				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">341611/1</a>	volunteer vests	023-446.1664.63000	16.72
<b>Dept 446 Total:</b>					<b>127.22</b>
<b>Fund 023 Total:</b>					<b>127.22</b>
<b>Fund: 037 - STREETS IMPACT FEES</b>					
Dept: 431 Streets					
<a href="#">A568</a>	AVISTA Utilities-Install services				
APMWB	Check	<a href="#">Inv #185018</a>	Inv #185018	037-431.0000.95200	25,665.00
<b>Dept 431 Total:</b>					<b>25,665.00</b>
<b>Fund 037 Total:</b>					<b>25,665.00</b>
<b>Fund: 038 - PARKS IMPACT FEES</b>					
Dept: 443 Parks					
<a href="#">VEN14780</a>	Liberty Closing and Escrow, LLC				
APMWB	Check	<a href="#">INV0145761</a>	Montrose Land Acquisition	038-443.0000.96000	800,000.00
<a href="#">VEN03693</a>	North Idaho Title Company				
APMWB	Check	<a href="#">4.24.23</a>	Land Aquisition-489 S Corbin Rd	038-443.0000.96000	645,000.00
<b>Dept 443 Total:</b>					<b>1,445,000.00</b>
<b>Fund 038 Total:</b>					<b>1,445,000.00</b>
<b>Fund: 650 - RECLAIMED WATER OPERATING</b>					
Dept: 463 Wastewater Operating					
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">91285</a>	8" Cam.lock Treatment	650-463.0000.68025	666.11
<a href="#">A228</a>	A-L Compressed Gases, Inc.				
APMWB	Check	<a href="#">0003015036</a>	High Pressure	650-463.0000.68025	9.08
<a href="#">A424</a>	Anatek Labs, Inc.				
APMWB	Check	<a href="#">2305108</a>	Metro Express Water Testing	650-463.0000.68360	280.00
<a href="#">VEN03129</a>	Barr Tech LLC				
APMWB	Check	<a href="#">8718</a>	Bio Solids Disposal Mar 2023	650-463.0000.62150	68,559.91
<a href="#">C1170</a>	CDA Metals				
APMWB	Check	<a href="#">22204582</a>	Flat Sheet Metal	650-463.0000.68025	41.08
<a href="#">VEN05261</a>	CDA PAVING				
APMWB	Check	<a href="#">81784</a>	3/4" Minus Crushed Base B-SL	650-463.0000.68010	201.50
		<a href="#">81783</a>		650-463.0000.68010	67.03
<a href="#">VEN10335</a>	Coeur d'Alene Crane Construction Services				
APMWB	Check	<a href="#">12535</a>	Lift off motor and new gearbox, reinstalled old	650-463.0000.68025	370.00
<a href="#">VEN03982</a>	Dally Environmental LLC				
APMWB	Check	<a href="#">2698</a>	Avista Contract No. R-39492, March 1-31, 202:	650-463.0000.62040	503.36
<a href="#">F020</a>	Fastenal Company				
APMWB	Check	<a href="#">IDCOE171519</a>	Shop Supplies	650-463.0000.68025	28.30
		<a href="#">IDCOE177511</a>	2" Mesh Screen	650-463.0000.68025	24.88
<a href="#">G098</a>	Grainger				
APMWB	Check	<a href="#">9675531074</a>	STORAGE CABINET, DISPOSABLE GLOVES	650-463.0000.63110	564.37
		<a href="#">9645883910</a>	Work Vest	650-463.0000.63110	75.64
		<a href="#">9675860838</a>	DISPOSABLE GLOVES	650-463.0000.63110	23.02
		<a href="#">9670406975</a>	BLANK SHIPPING TAG	650-463.0000.68025	86.24
		<a href="#">9673985538</a>	DISPOSABLE GLOVES	650-463.0000.68025	125.40
		<a href="#">9675403761</a>	FOLDING SHELF	650-463.0000.68025	482.74
<a href="#">H030</a>	Hach Company				
APMWB	Check	<a href="#">13548480</a>	AMMONIA TNT	650-463.0000.63400	83.35
		<a href="#">13531929</a>	Lab Supplies	650-463.0000.63400	1,285.56
		<a href="#">13537318</a>	AMMONIA, TNT+, HR PK/25	650-463.0000.63400	250.05
		<a href="#">13544120</a>	FILTER, GLASS FBR, 47MM	650-463.0000.63400	77.15
		<a href="#">13535281</a>	DO/pH probe	650-463.0000.80240	3,651.59
<a href="#">I2731</a>	Inland Environmental Resources				
APMWB	Check	<a href="#">2023-0453</a>	MAG Delivery	650-463.0000.63008	6,776.00
		<a href="#">2023-0495</a>	Dry Polymer 4/11/2023	650-463.0000.63480	9,460.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>I340</u>	Interstate Concrete & Asphalt				
APMWB	Check	<a href="#">841340</a>	1 1/2" ROUND GRAVEL, 5/8" TOP COURSE	650-463.0000.68010	351.69
<u>VEN10274</u>	Jordan Sales & Service Inc				
APMWB	Check	<a href="#">01-23494</a>	Receiver Hitch	650-463.0000.68025	308.00
<u>VEN03517</u>	Kenworth Sales Company				
APMWB	Check	<a href="#">024W2071</a>	Fuel System - T205	650-463.0000.67170	623.22
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-224595</a>	Battery for T104	650-463.0000.67170	118.14
		<a href="#">3688-224708</a>	CRC SmartWasher	650-463.0000.68025	104.49
		<a href="#">3688-225558</a>	Interlock Ball Mount	650-463.0000.68025	40.00
<u>N0991</u>	Norco Inc				
APMWB	Check	<a href="#">37490771</a>	Winter Gloves	650-463.0000.63110	19.07
<u>VEN05363</u>	North 40 Outfitters				
APMWB	Check	<a href="#">042498/E</a>	Stall Mat	650-463.0000.68025	239.97
<u>VEN04172</u>	Northwest Scientific, Inc.				
APMWB	Check	<a href="#">5166840</a>	Tubing Silicone Pump	650-463.0000.63400	411.06
		<a href="#">5167100</a>	Electrode Storage Solution	650-463.0000.63400	106.16
<u>V040</u>	ODP Business Solutions				
APMWB	Check	<a href="#">307834579001</a>	Office Supplies- Water/WW	650-463.0000.63060	15.80
		<a href="#">307833278001</a>		650-463.0000.63060	81.51
		<a href="#">305333258001</a>	Office Supplies-Wastewater	650-463.0000.63060	212.32
<u>P180</u>	Perfection Tire				
APMWB	Check	<a href="#">10055270</a>	Full Service - T104	650-463.0000.67170	61.09
<u>Q001</u>	Quality Control Services Inc.				
APMWB	Check	<a href="#">70474</a>	BOD Probe, Membrane Kit	650-463.0000.63400	1,263.85
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<a href="#">341678/1</a>	SHELVING UNIT, ANTI-SLIP TAPE	650-463.0000.68010	79.18
		<a href="#">341804/1</a>	Key Ring	650-463.0000.68010	5.92
		<a href="#">341701/1</a>	BRASS HOSE W/ SHUTOFF	650-463.0000.68025	45.87
		<a href="#">341761/1</a>	Thread Tape & Adapter	650-463.0000.68025	15.61
<u>U140</u>	UpScale Mail				
APMWB	Check	<a href="#">326449</a>	USPS Shipping to bonomi north america inc	650-463.0000.68025	32.22
<u>W0226</u>	Walter E Nelson Co				
APMWB	Check	<a href="#">496365</a>	Lab Supplies	650-463.0000.63400	210.92
		<a href="#">495068</a>	Lab Station Supplies	650-463.0000.63400	186.38
<u>Z026</u>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">423434</a>	Plywood	650-463.0000.68025	295.60
<u>VEN03255</u>	Zipty Fiber				
APMWB	Check	<a href="#">208-457-0548-03281</a>	network	650-463.0000.65030	80.09
<b>Dept 463 Total:</b>					<b>98,600.52</b>

Dept: 466 Wastewater - Collections

<u>C0790</u>	Cobalt Truck Equipment				
APMWB	Check	<a href="#">SR11241</a>	service truck crane repairs	650-466.0000.67170	5,086.56
<u>F020</u>	Fastenal Company				
APMWB	Check	<a href="#">IDCOE177512</a>	Shop Supplies	650-466.0000.63330	106.47
<u>G098</u>	Grainger				
APMWB	Check	<a href="#">9675531074</a>	STORAGE CABINET, DISPOSABLE GLOVES	650-466.0000.63110	564.36
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-224587</a>	Break Cleaner , SmartWasher	650-466.0000.63330	75.29
		<a href="#">3688-225319</a>	Exaact Fit Blade	650-466.0000.67170	18.50
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<a href="#">341569/1</a>	Shop Towles & Super Clean	650-466.0000.63006	19.78
		<a href="#">341612/1</a>	Drill Bits	650-466.0000.67090	14.56
<u>VEN01248</u>	United Crown Pump & Drilling				
APMWB	Check	<a href="#">105924</a>	Barns O-ring	650-466.0000.63006	72.42
<u>W180</u>	Western States Equipment				
APMWB	Check	<a href="#">IN002357418</a>	CoolantElc	650-466.0000.63006	121.80
<b>Dept 466 Total:</b>					<b>6,079.74</b>

Dept: 468 Wastewater - Surface Water

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>A1395</u>	Advanced Compressor & Hose Inc				
APMWB	Check	<u>91338</u>	Surface Water Supplies	650-468.0000.68380	37.92
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<u>341928/1</u>	BALL MOUNT 3"DRP, HITCH BALL 2-5/16"	650-468.0000.68380	103.46
		<u>341983/1</u>	HITCH BALL 2-5/16", BALL MOUNT 3"DRP 9	650-468.0000.68380	-89.08
		<u>341654/1</u>	FC91 EDGER	650-468.0000.80240	359.99
<b>Dept 468 Total:</b>					<b>412.29</b>
<b>Fund 650 Total:</b>					<b>105,092.55</b>

**Fund: 651 - RECLAIMED WATER CAPITAL - WWTP**  
 Dept: 463 Wastewater Operating

<u>I340</u>	Interstate Concrete & Asphalt				
APMWB	Check	<u>842846</u>	1 1/2" ROUND GRAVEL	651-463.6505.95520	109.93
<u>J105</u>	J-U-B Engineers, Inc.				
APMWB	Check	<u>0161503</u>	Tertiary Upgrade JUB Invoice Mar 23	651-463.3213.90015	169,540.43
<u>R220</u>	Roto-Rooter				
APMWB	Check	<u>146926</u>	Lundy Blvd Roto-Rooter Invoice	651-463.6505.95520	737.50
<u>W090</u>	Welch Comer & Associates, Inc.				
APMWB	Check	<u>41354130-002</u>	Lundy Blvd Welch Invoice Mar 23	651-463.6505.95520	1,116.85
<b>Dept 463 Total:</b>					<b>171,504.71</b>
<b>Fund 651 Total:</b>					<b>171,504.71</b>

**Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR**  
 Dept: 463 Wastewater Operating

<u>VEN11676</u>	Keller Associates, Inc				
APMWB	Check	<u>0230878</u>	12th Ave Diversionary Study	652-463.3228.95520	10,267.50
<u>T11390</u>	T-O Engineers, Inc.				
APMWB	Check	<u>200143-35</u>	Ponderosa Lift Station T-O Invoice Mar 23	652-463.3214.95520	4,804.60
		<u>210583-15</u>	Bentley Lift Station T-O Invoice Mar 23	652-463.3230.95520	2,135.00
<u>W090</u>	Welch Comer & Associates, Inc.				
APMWB	Check	<u>41354120-011</u>	Corbin Lift Station Welch Invoice Mar 23	652-463.3234.95520	4,120.00
<b>Dept 463 Total:</b>					<b>21,327.10</b>
<b>Fund 652 Total:</b>					<b>21,327.10</b>

**Fund: 700 - SANITATION**  
 Dept: 461 Sanitation

<u>VEN07913</u>	CANNON HILL				
APMWB	Check	<u>35796</u>	Wood Waste	700-461.0000.65050	378.00
<u>C115</u>	Northwest Waste and Recycling				
APMWB	Check	<u>4.25.23</u>	Sanitation Monthly Contract	700-461.0000.62042	323,279.29
<u>VEN02385</u>	Prairie Transfer Station				
APMWB	Check	<u>07-49380</u>	Spring Clean-up	700-461.0000.65050	5.20
		<u>07-50334</u>		700-461.0000.65050	9.75
		<u>07-50349</u>		700-461.0000.65050	21.45
		<u>07-49740</u>		700-461.0000.65050	35.10
		<u>07-40653</u>		700-461.0000.65050	36.40
		<u>07-50163</u>		700-461.0000.65050	40.30
		<u>07-56114</u>		700-461.0000.65050	51.35
		<u>07-55159</u>		700-461.0000.65050	93.60
		<u>07-5520</u>		700-461.0000.65050	23.40
<b>Dept 461 Total:</b>					<b>323,973.84</b>
<b>Fund 700 Total:</b>					<b>323,973.84</b>

**Fund: 750 - WATER OPERATING**  
 Dept: 462 Water Operating

<u>A090</u>	Accurate Testing Labs LLC				
APMWB	Check	<u>130631</u>	Coliform Presence/Absence	750-462.0000.68360	150.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">128560</a>	Coliform Presence/Absence	750-462.0000.68360	125.00
<a href="#">VEN14124</a>	Badger Meter, Inc.				
APMWB	Check	<a href="#">80115664</a>	Annunal Licnse, Hosting	750-462.0000.66012	1,233.42
<a href="#">H215</a>	Core & Main LP				
APMWB	Check	<a href="#">S572547</a>	Gaskets	750-462.0000.63280	41.36
		<a href="#">S560956</a>	4" Versa Coupling	750-462.0000.63280	1,464.45
		<a href="#">S420427</a>	Threading Machine	750-462.0000.90050	7,655.20
<a href="#">VEN14305</a>	General Pacific, Inc				
APMWB	Check	<a href="#">1461199</a>	Remote Orion Installation Kit	750-462.0000.63280	600.00
<a href="#">G098</a>	Grainger				
APMWB	Check	<a href="#">9677034416</a>	SPEAKER,7-4/5"	750-462.0000.63280	81.70
<a href="#">VEN14770</a>	J Rob Construction				
APMWB	Check	<a href="#">INV0145680</a>	Partial refund of water meter fee paid on BLDC	750-462.3316.33605	1,639.00
<a href="#">N0991</a>	Norco Inc				
APMWB	Check	<a href="#">37490791</a>	Tical Safety Bracketry & Cable Guide	750-462.0000.63280	907.18
		<a href="#">37490790</a>	Galvanized Steel 170 ft	750-462.0000.63280	273.13
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">307833278001</a>	Office Supplies- Water/WW	750-462.0000.63060	16.16
<a href="#">W0226</a>	Walter E Nelson Co				
APMWB	Check	<a href="#">495210</a>	Paper Towel, Toilet Paper an Facial Tissue	750-462.0000.63060	206.38
<b>Dept 462 Total:</b>					<b>14,392.98</b>
<b>Fund 750 Total:</b>					<b>14,392.98</b>
<b>Report Total:</b>					<b>2,739,956.42</b>



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	75,988.50
	001-411.0000.66050	21.25
	001-412.0000.66014	5,497.25
	001-412.0000.66030	62.02
	001-412.0000.80010	11,487.51
	001-412.0000.92010	64,143.76
	001-413.0000.66050	28.30
	001-414.0000.62000	61.28
	001-414.0000.63050	242.18
	001-414.0000.63060	38.98
	001-414.1445.62170	5,996.45
	001-414.1445.62190	3,245.72
	001-415.0000.62000	616.43
	001-415.0000.66050	14.16
	001-418.0000.63060	59.34
	001-418.0000.66050	28.30
	001-421.0000.62040	1,331.13
	001-421.0000.63070	39.74
	001-421.0000.63300	482.65
	001-421.0000.63500	3,551.52
	001-421.0000.63920	209.47
	001-421.0000.64020	537.00
	001-421.0000.64030	5,731.23
	001-421.0000.65030	1,847.72
	001-421.0000.66050	277.15
	001-421.0000.67020	54.76
	001-421.0000.67100	1,374.78
	001-421.0000.67170	139.95
	001-421.0000.67310	14,012.50
	001-421.1109.90010	41,377.41
	001-421.4000.72000	2,154.25
	001-421.4000.72010	16,236.04
	001-423.1153.68400	3,193.00
	001-424.0000.63010	114.10
	001-424.0000.80010	1,295.13
	001-427.0000.62040	60.00
	001-427.0000.64030	249.73
	001-431.0000.63000	171.41
	001-431.0000.63070	214.88
	001-431.0000.63110	225.00
	001-431.0000.63260	479.18
	001-431.0000.66050	36.16
	001-431.0000.67090	11.69
	001-431.0000.68010	260.00
	001-431.0000.68080	4,313.34
	001-431.0000.68100	30,060.16
	001-431.0000.68130	188.16
	001-431.0000.68150	38.76
	001-431.1811.95040	4,091.45
	001-433.0000.63140	301.19
	001-433.0000.63150	1,038.88
	001-433.0000.63720	206.22
	001-433.0000.63730	62.08
	001-433.0000.67030	81.84
	001-434.0000.63007	-1,360.00
	001-434.0000.63011	1,769.82

001-434.0000.63012	2,838.38
001-434.0000.63013	178.90
001-434.0000.63060	45.12
001-434.0000.63160	446.11
001-434.0000.67090	142.09
001-434.0000.67170	14,035.55
001-434.0000.67190	2,578.20
001-434.0000.90010	219,430.60
001-441.0000.62040	2,978.00
001-441.0000.63070	13.14
001-441.0000.63110	55.10
001-441.0000.66190	550.91
001-441.0000.67090	269.24
001-441.0000.68230	128.70
001-442.0000.68170	772.24
001-443.0000.63150	1,556.25
001-443.0000.65050	119.78
001-443.0000.66190	32.28
001-443.0000.67020	4,588.54
001-443.0000.67030	140.80
001-443.0000.67050	1,035.22
001-443.0000.67090	39.56
001-443.0000.68013	1,454.70
001-443.0000.68160	655.05
001-443.0000.68180	1,530.00
001-443.0000.68200	6,001.12
001-443.0000.68220	7.19
001-443.0000.68230	433.05
001-443.0000.68240	324.75
001-443.0000.68250	373.22
001-443.0000.94180	20,241.09
001-443.1639.33396	31.80
001-443.1658.62330	1,995.94
001-444.0000.94180	11,038.91
001-445.0000.63060	106.50
001-445.0000.63080	190.00
001-445.0000.63210	1,145.00
001-445.0000.63430	5,314.40
001-445.1617.33339	2,339.20
001-450.1756.38501	120.00
001-451.0000.62000	4,116.00
001-451.0000.66050	130.80
001-451.1901.66140	14.39
001-452.0000.62040	50.00
001-452.0000.66050	130.80
001-452.1901.66140	14.39
001-453.0000.62040	302.70
001-453.1901.66050	130.79
001-453.1901.66140	14.39
001-454.0000.63060	286.09
001-454.0000.80010	1,487.03
001-481.0000.68060	125.00
001-481.0000.68390	5,504.00
001-481.0000.68395	1,554.10
<b>Fund 001 Total:</b>	<b>623,128.02</b>
008 - 911 SUPPORT	
008-426.0000.67260	9,745.00
<b>Fund 008 Total:</b>	<b>9,745.00</b>
023 - SPECIAL EVENTS	
023-446.1601.62001	110.50
023-446.1664.63000	16.72
<b>Fund 023 Total:</b>	<b>127.22</b>
037 - STREETS IMPACT FEES	
037-431.0000.95200	25,665.00
<b>Fund 037 Total:</b>	<b>25,665.00</b>
038 - PARKS IMPACT FEES	

038-443.0000.96000	1,445,000.00
<b>Fund 038 Total:</b>	<b>1,445,000.00</b>
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	503.36
650-463.0000.62150	68,559.91
650-463.0000.63008	6,776.00
650-463.0000.63060	309.63
650-463.0000.63110	682.10
650-463.0000.63400	3,874.48
650-463.0000.63480	9,460.00
650-463.0000.65030	80.09
650-463.0000.67170	802.45
650-463.0000.68010	705.32
650-463.0000.68025	2,915.59
650-463.0000.68360	280.00
650-463.0000.80240	3,651.59
650-466.0000.63006	214.00
650-466.0000.63110	564.36
650-466.0000.63330	181.76
650-466.0000.67090	14.56
650-466.0000.67170	5,105.06
650-468.0000.68380	52.30
650-468.0000.80240	359.99
<b>Fund 650 Total:</b>	<b>105,092.55</b>
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	169,540.43
651-463.6505.95520	1,964.28
<b>Fund 651 Total:</b>	<b>171,504.71</b>
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	4,804.60
652-463.3228.95520	10,267.50
652-463.3230.95520	2,135.00
652-463.3234.95520	4,120.00
<b>Fund 652 Total:</b>	<b>21,327.10</b>
700 - SANITATION	
700-461.0000.62042	323,279.29
700-461.0000.65050	694.55
<b>Fund 700 Total:</b>	<b>323,973.84</b>
750 - WATER OPERATING	
750-462.0000.63060	222.54
750-462.0000.63280	3,367.82
750-462.0000.66012	1,233.42
750-462.0000.68360	275.00
750-462.0000.90050	7,655.20
750-462.3316.33605	1,639.00
<b>Fund 750 Total:</b>	<b>14,392.98</b>
<b>Report Total:</b>	<b>2,739,956.42</b>



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ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 5.3.23

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4/13/2023	\$	93.89	91883 AT&T Long Distance	Pay Before Due Date	Various
4/13/2023	\$	667.38	91884 AT&T Mobility	Pay Before Due Date	650-466.0000.65030
4/13/2023	\$	538.52	91885 AT&T Mobility	Pay Before Due Date	650-463.0000.65030
4/13/2023	\$	92,175.72	91886 AVISTA Utilities	Pay Before Due Date	001-465.0000.65102
4/13/2023	\$	33,464.42	91887 Kootenai Electric	Pay Before Due Date	Various
4/13/2023	\$	400.10	91888 Verizon Wireless	Pay Before Due Date	Various
4/13/2023	\$	180.22	91889 Verizon Wireless	Pay Before Due Date	001-443.0000.65030
4/13/2023	\$	185.19	91890 Verizon Wireless	Pay Before Due Date	Various
4/13/2023	\$	80.02	91891 Verizon Wireless	Pay Before Due Date	001-452.0000.65030
4/13/2023	\$	120.03	91892 Verizon Wireless	Pay Before Due Date	001-424.0000.65030
4/13/2023	\$	120.03	91893 Verizon Wireless	Pay Before Due Date	001-453.0000.65030
4/13/2023	\$	56.89	91894 Ziplly Fiber	Pay Before Due Date	001-481.0000.68390
	\$	128,082.41			

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 05/02/2023**

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**DATE:** 04/26/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Warren Wilson  
**SUBJECT:** Grant of Water Line Easement to Ross Point Water District

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**ITEM AND RECOMMENDED ACTION:**

Staff is recommending that the City Council grant a water line easement to Ross Point Water District to allow the District to install and maintain a water line within the former "Feeley Spur" of the Union Pacific railroad.

**DISCUSSION:**

The City acquired a portion of the "Feeley Spur" from ITD as a part of the Highway 41 widening project. Eventually, the Prairie Trail will be extended in this location. Ross Point Water District, who is the water provider in this area, needs to install a water main to meet the needs of property owners in the area. The water line can be situated along/under the trail with no conflicts. The grant of easement incorporates terms requiring the district to relocate the line if necessary to accommodate a city project. The grant also requires the District to comply with the limitations placed in the deed to the city.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

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

N/A

**BUDGET CODE:**

N/A

## GRANT OF EASEMENT

### Ross Point Water Line in Prairie Trail

**KNOW ALL MEN BY THESE PRESENTS** that the **City of Post Falls** (hereinafter the “**Grantor**”), with its principal place of business at 408 N. Spokane Street, Post Falls, ID, 83854, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby grant, convey, and quitclaim, unto **Ross Point Water District** (hereinafter the “**Grantee**”) whose principal place of business is 8584 W. Prairie Ave, Post Falls, Idaho 83854, a perpetual non-exclusive easement to construct, operate, and maintain, a public water main.

The granted easement is twenty feet (20’) wide and centered over the water line as depicted on the attached **Exhibit “A”**, which by this reference is incorporated herein.

The easement is granted over, under, and across, that portion of the Prairie Trail legally described and depicted as “Parcel 71” on the attached **Exhibit “B”**, which by this reference is incorporated herein.

The grant of easement is subject to the following conditions.

1. Grantee is responsible to relocate any waterline or other related infrastructure installed in the easement area, at its sole cost, when requested by the Grantor for any public work project initiated by Grantor.
2. Grantee agrees to return the easement area to its existing condition following any construction or maintenance activities in the easement area including replacing and/or restoring any disturbed pavement, landscaping, benches or hardscaping. Grantee acknowledges that the property is to be used as a paved pedestrian and bicycle trail and acknowledges that Grantee will be responsible to restore the trail following any construction and/or maintenance activities.
3. Grantee agrees to coordinate any non-emergency construction or maintenance work with the Grantor to ensure that impacts to the pedestrian and bicycle trail are minimized. Grantee acknowledges that this coordination may include providing detours, signage, and safety barriers to ensure the safety and usability of the trail at Grantee’s sole cost.
4. Grantee agrees to advise Grantor immediately following any emergency construction and/or maintenance within the easement area.
5. Grantee agrees to abide by all the restrictions and limitations contained in the quit claim deed for “Parcel 71” from the State of Idaho, Idaho Transportation Board, to the Grantor executed on June 21, 2021, and recorded in Kootenai County as Instrument Number

2843759000, a copy of which is attached hereto as **Exhibit “C”** which is incorporated herein.

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

**DATED** this \_\_\_\_\_ day of May, 2023

By: \_\_\_\_\_  
**Ronald G. Jacobson, Mayor**

Attest:  
\_\_\_\_\_  
**Shannon Howard, City Clerk**

**ACKNOWLEDGEMENTS**

State of Idaho )  
 : ss  
County of Kootenai )

This instrument was acknowledged before me on \_\_\_\_\_ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public

(Stamp above)

# EASEMENT EXHIBIT - A

LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 4  
WEST, BOISE MERIDIAN,  
KOOTENAI COUNTY, IDAHO

CENTER SECTION CORNER  
FOUND 2-1/2 INCH ALUMINUM CAP  
MARKED "PLS 5078" REFERENCE  
POINTS FIT PER CP&F INSTRUMENT  
NUMBER \_\_\_\_\_

## COUNTY RECORDER

FILED FOR RECORDED AT THE REQUEST OF: JACKLIN LAND COMPANY, LLLP  
DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
BOOK: \_\_\_\_\_ AT PAGE \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_

KOOTENAI COUNTY RECORDER: \_\_\_\_\_

DEPUTY \_\_\_\_\_

FEE: \_\_\_\_\_

## BASIS OF BEARING

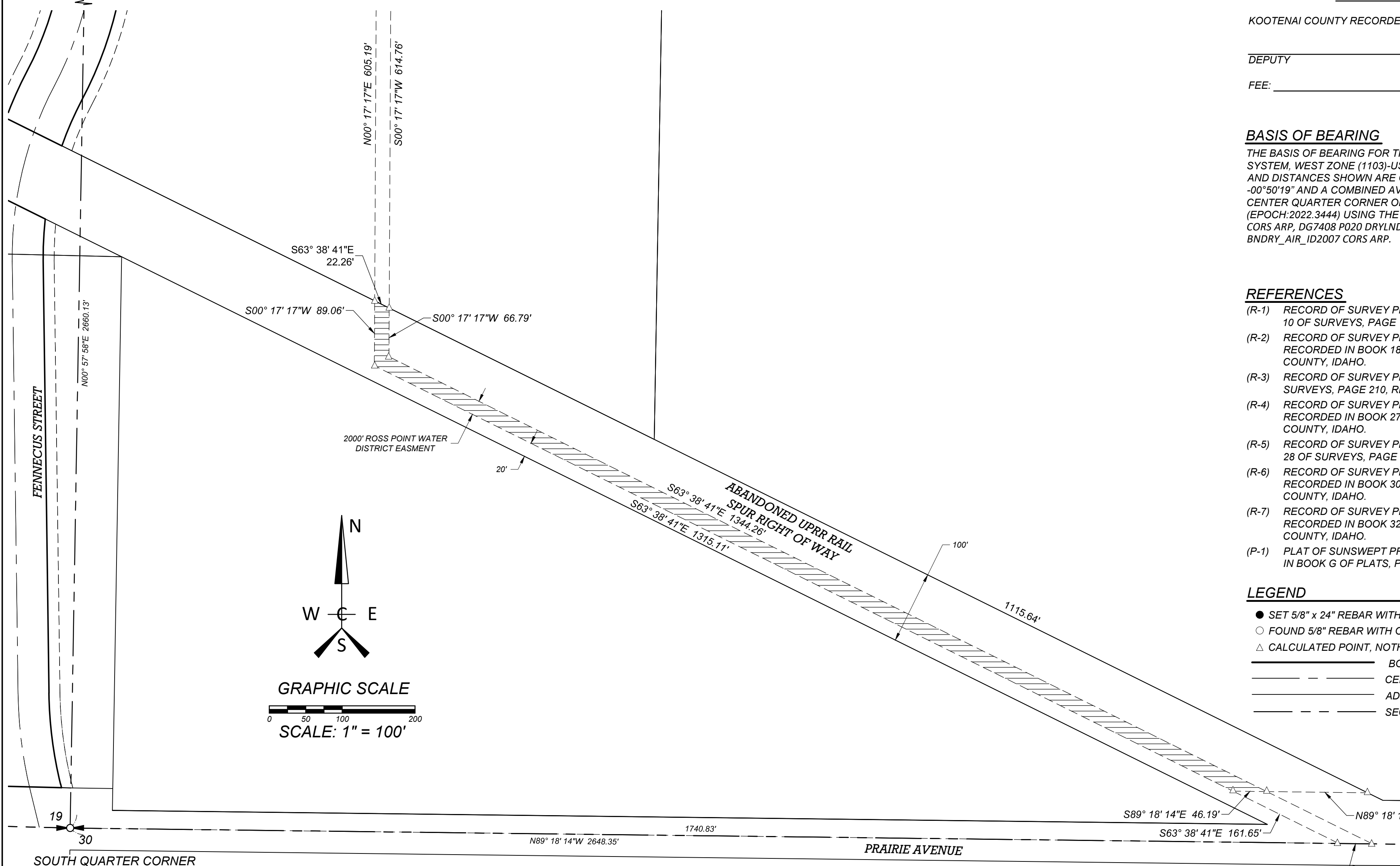
THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF  $-00^{\circ}50'19''$  AND A COMBINED AVERAGE FACTOR OF 0.99991771 WAS CALCULATED AT THE CENTER QUARTER CORNER OF SECTION 19. USING REFERENCE FRAME: ITRF2014 (EPOCH:2022.3444) USING THE FOLLOWING BASE STATIONS: DL6886 LWST LEWISTON CORS ARP, DG7408 P020 DRYLNDRSH\_WA2004 CORS ARP, AND DL7722 P025 BNDRY\_AIR\_ID2007 CORS ARP.

## REFERENCES

- (R-1) RECORD OF SURVEY PREPARED BY LePARD & FRAME, AND RECORDED IN BOOK 10 OF SURVEYS, PAGE 127, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORDED IN BOOK 18 OF SURVEYS, PAGE 255, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY INC, AND RECORDED IN BOOK 25 OF SURVEYS, PAGE 210, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY STRATTON LAND SERVICES, AND RECORDED IN BOOK 27 OF SURVEYS, PAGE 407, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY WELCH-COMER, AND RECORDED IN BOOK 28 OF SURVEYS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-6) RECORD OF SURVEY PREPARED BY DAVID EVANS AND ASSOCIATES, AND RECORDED IN BOOK 30 OF SURVEYS, PAGE 397, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-7) RECORD OF SURVEY PREPARED BY WHIPPLE CONSULTING ENGINEERS, AND RECORDED IN BOOK 32 OF SURVEYS, PAGE 242, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF SUNSWEPT PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORD IN BOOK G OF PLATS, PAGE 380 RECORDS OF KOOTENAI COUNTY, IDAHO.

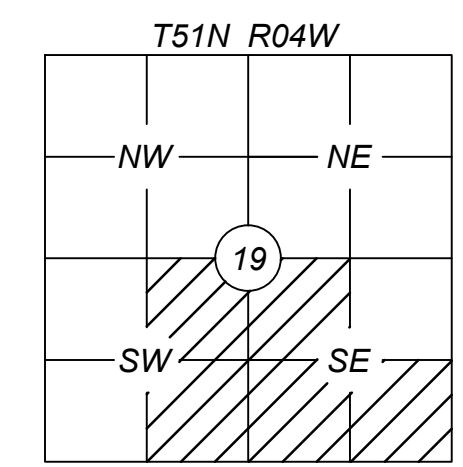
## LEGEND

- SET 5/8" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- - - CENTERLINE
- ADJACENT LOT LINE
- - - SECTION LINE



SOUTHEAST SECTION CORNER  
FOUND 3-1/2 INCH BRASS CAP MARKED  
"PLS 12110" PER CP&F INSTRUMENT  
NUMBER 2481172000

SOUTH QUARTER CORNER  
FOUND 2-1/2 INCH ZINC CAP  
MARKED PER CP&F INSTRUMENT  
NUMBER 2550208000



CIVIL	
STRUCTURAL	
<input checked="" type="checkbox"/> SURVEYING	
TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	

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

PROJ #:	22-3222	SHEET	1 OF 1
DATE:	08/09/2022		
PREPARED BY:	MAS	JOB NUMBER	22-3222
REVIEWED BY:	WAL		

## EXHIBIT B

Idaho Transportation Department  
SH-41, Prairie Ave. to Lancaster Rd.  
Project No. A020(098)  
Key No. 20098  
Page 1 of 3  
1 Map Exhibit (Page 3 of 3)

August 30, 2018  
Parcel ID No. 50786  
455,202 Sq. Ft. (10.450 Acres)  
Title Fee Acquisition

### Parcel 71

(Railroad Right of Way Vacation)

A parcel of land located within a portion of the south 1/2 of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being a portion of the Union Pacific Railroad right of way (formerly the Spokane International Railroad) as described in the railroad right of way deed conveyed to the Coeur d'Alene and Pend Oreille Railway Company filed in deed book 40 at page 262 and deed book 37 at page 412 Kootenai County records; More particularly described as follows:

**Commencing** at the southeast corner of said Section 19 monumented with an iron pipe and a 3-1/2 inch brass cap marked PLS 12110 as shown on Corner Perpetuation and Filing Record instrument number 2481172000 from which the south 1/4 corner of Section 19 monumented with an illegibly marked 2-1/2 inch zinc cap and undetermined monument type and size in a monument well as shown on Corner Perpetuation and Filing Record instrument number 2550208000 bears North 89°18'10" West, 2648.31 feet;

Thence North 85°15'06" West, 849.32 feet to a 5/8 inch diameter rebar with no identification at the intersection of the northerly right of way line of said Union Pacific Railroad, and the northerly right of way line of Prairie Avenue;

Thence North 63°39'04" West, 23.09 feet along said railroad northerly right of way line to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept Survey Marker and the **Point of Beginning**;

Thence departing said railroad northerly right of way line North 89°18'10" West, 231.24 feet along a line parallel with and 70 feet northerly of said Prairie Avenue centerline and said Section 19 southerly line to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept Survey Marker on the southerly right of way line of said Union Pacific railroad;

Thence North 63°39'15" West, 1714.29 feet along said railroad southerly right of way line to a 5/8 inch diameter rebar with no identification;

Thence North 63°38'21" West, 1410.61 feet along said railroad southerly right of way line to a 5/8 inch diameter rebar with no identification;

Idaho Transportation Department  
SH-41, Prairie Ave. to Lancaster Rd.  
Project No. A020(098)  
Key No. 20098  
Page 2 of 3  
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August 30, 2018  
Parcel ID No. 50786  
455,202 Sq. Ft. (10.450 Acres)  
Title Fee Acquisition

Thence North 63°38'27" West, 1296.85 feet along said railroad southerly right of way line to the easterly right of way line of State Highway 41, as shown and described on Federal Aid Project number A020(098) right of way plans and acquisition deed, monumented with a 5/8 inch diameter rebar, 30 inches long, and a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument;

Thence departing said southerly railroad right of way line North 01°01'58" East, 110.43 feet along said State Highway 41 easterly right of way line of to the northerly line of said railroad right of way monumented with a 5/8 inch diameter rebar, 30 inches long, and a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument;

Thence departing said State Highway 41 easterly right of way line South 63°38'56" East, 1241.26 feet along said northerly railroad right of way line to a 5/8 inch diameter rebar and yellow plastic cap marked Stratton 10677;

Thence South 63°38'34" East, 732.97 feet along said northerly railroad right of way line to a 5/8 inch diameter rebar and yellow plastic cap marked Stratton 10677;

Thence South 63°39'04" East, 2703.19 feet along said northerly railroad right of way line to the **Point of Beginning.**

**Containing:** 455,202 Sq. Ft. (10.450 Acres) more or less.

**SEE ATTACHED EXHIBIT**





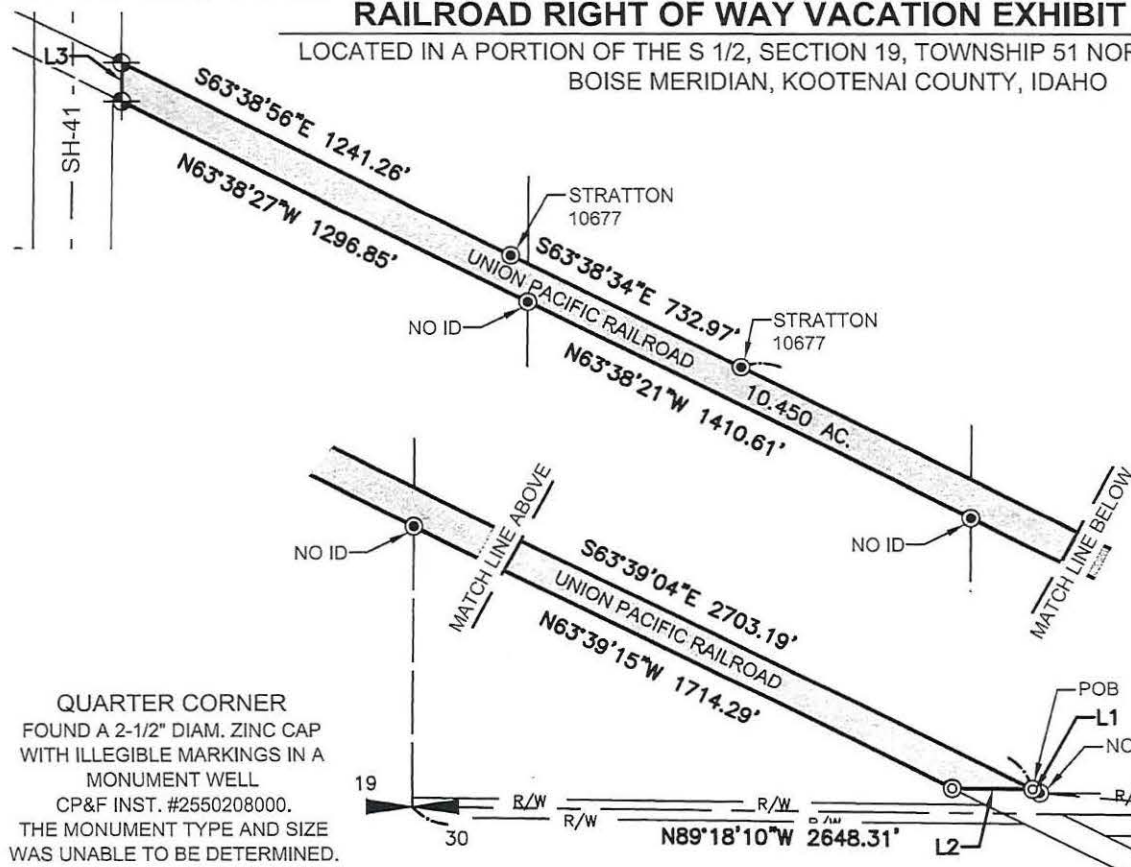
# RAILROAD RIGHT OF WAY VACATION EXHIBIT PARCEL 71

LOCATED IN A PORTION OF THE S 1/2, SECTION 19, TOWNSHIP 51 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING: NAD 83,  
IDAHO STATE PLANE COORDINATE  
SYSTEM, WEST ZONE

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°39'04"E	23.09'
L2	N89°18'10"W	231.24'
L3	N01°01'58"E	110.43'



**QUARTER CORNER**  
FOUND A 2-1/2" DIAM. ZINC CAP  
WITH ILLEGIBLE MARKINGS IN A  
MONUMENT WELL  
CP&F INST. #2550208000.  
THE MONUMENT TYPE AND SIZE  
WAS UNABLE TO BE DETERMINED.

**SECTION CORNER**  
FOUND AN IRON PIPE WITH A  
3-1/2" BRASS CAP MARKED PLS  
12110 IN A MONUMENT WELL  
CP&F INST. #2481172000.  
THE PIPE SIZE WAS UNABLE  
TO BE DETERMINED.

**LEGEND**

- A 5/8" X 30" LONG REBAR WITH A 3" ZINC CAP, MARKED IDAHO TRANS DEPT R/W MONUMENT
- FOUND A 5/8" REBAR AS NOTED
- A 5/8" DIAM. REBAR, 30" LONG, WITH A 3" DIAM. ZINC CAP MARKED IDAHO TRANS DEPT SURVEY MARKER.
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



PAGE 3 OF 3

**T-O ENGINEERS**

WEST 280 PRAIRIE AVENUE  
COEUR d'ALENE, IDAHO 83815-7710  
PHONE: (208) 762-3644 FAX: (208) 762-3708  
E-FILE: 170115\_V\_UPRR Exhibit DATE: AUG. 2018 JOB: 170115



SH 41, UPRR INDUSTRIAL LEAD  
KOOTENAI CO  
PROJECT NO'S. A020(098) / A023(021)  
KEY NO. 20098 / 23021

JIM BRANNON	9 P	2843759000
KOOTENAI COUNTY RECORDER		
KKR	Date	07/01/2021 9:58 AM
REQ OF POST FALLS CITY		
RECORDING FEE:	\$0.00	DD
		

**QUITCLAIM DEED**

THIS INDENTURE is made on this 23 day of June, 2021, by and between the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD**, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, its successors and assigns, whose address is 3311 West State St., Boise Idaho 83707 ("Grantor") and the **CITY OF POST FALLS**, a political subdivision of the State of Idaho whose address is 408 N. Spokane St. Post Falls, Idaho 83854 ("Grantee")

WITNESSETH: That Grantor, for value received, does, by the presents, remise, release and forever QUITCLAIM unto Grantee the following described real property, together with appurtenances, situated in the County of KOOTENAI, State of Idaho, to-wit:

SEE DEPICTION (**EXHIBIT A**) AND LEGAL DESCRIPTION (**EXHIBIT B**) ATTACHED HERETO AND BY THIS REFERENCE MADE PART OF HEREOF.  
PARCEL No. 71 CONTAINING APPROXIMATELY 10.45 ACRES (455,202 SQUARE FEET)

TO HAVE AND TO HOLD, all and singular said premises, unto Grantee, and to Grantee's heirs and assigns forever. Subject only to the following conditions and restrictions.

Grantee, its successors, and assigns, may use the Land for hike and bike trail purposes (including, but not limited to, structures constructed on paved ground that support the trail use, such as water fountains, restrooms, and benches). Without limitation of the foregoing, the Land must not be used for any of the following purposes: (i) residential; (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers); or (iii) cultural, educational, or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks). Notwithstanding any other provision herein, the terms "picnic grounds" and "parks" expressly do not prohibit structures constructed on paved ground that support the hike and bike trail use as described herein.

If rail service on the Land is reactivated pursuant to the National Trails System Act, then Grantor shall have the right of first refusal to repurchase the Land for the then-current fair market value of the Land (including all improvements thereon) as determined by appraisal.

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301



SH 41, UPRR INDUSTRIAL LEAD  
KOOTENAI CO  
PROJECT NO'S. A020(098) / A023(021)  
KEY NO. 20098 / 23021

ACCEPTED this 24 day of June, 2021, by the GRANTEE: Mayor of the City  
of Post Falls, Idaho, a political subdivision of the State of Idaho:

By:   
Ronald G. Jacobson, Mayor

ATTEST:

By:   
Shannon Howard, City Clerk



**TOTAL SALE AREA = 13.966 AC +/-**



LEGEND	
SALE AREA.....	
UPRRCO. R/W OUTLINED.....	

CADD FILENAME	0037375.DGN
SCAN FILENAME	0037375_ID2V001.TIF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.  
 EXHIBIT "A"  
**UNION PACIFIC RAILROAD COMPANY**  
 COEUR D'ALENE, KOOTENAI COUNTY, ID  
 M.P. 1.09 TO 2.25 - COEUR D'ALENE SUB.  
 CDPD ID V-2 / 1  
 SCALE: 1" = 500'  
 OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 11/5/2019  
 RRM FILE: 373-75



## EXHIBIT B

Idaho Transportation Department  
SH-41, Prairie Ave. to Lancaster Rd.  
Project No. A020(098)  
Key No. 20098  
Page 1 of 3  
1 Map Exhibit (Page 3 of 3)

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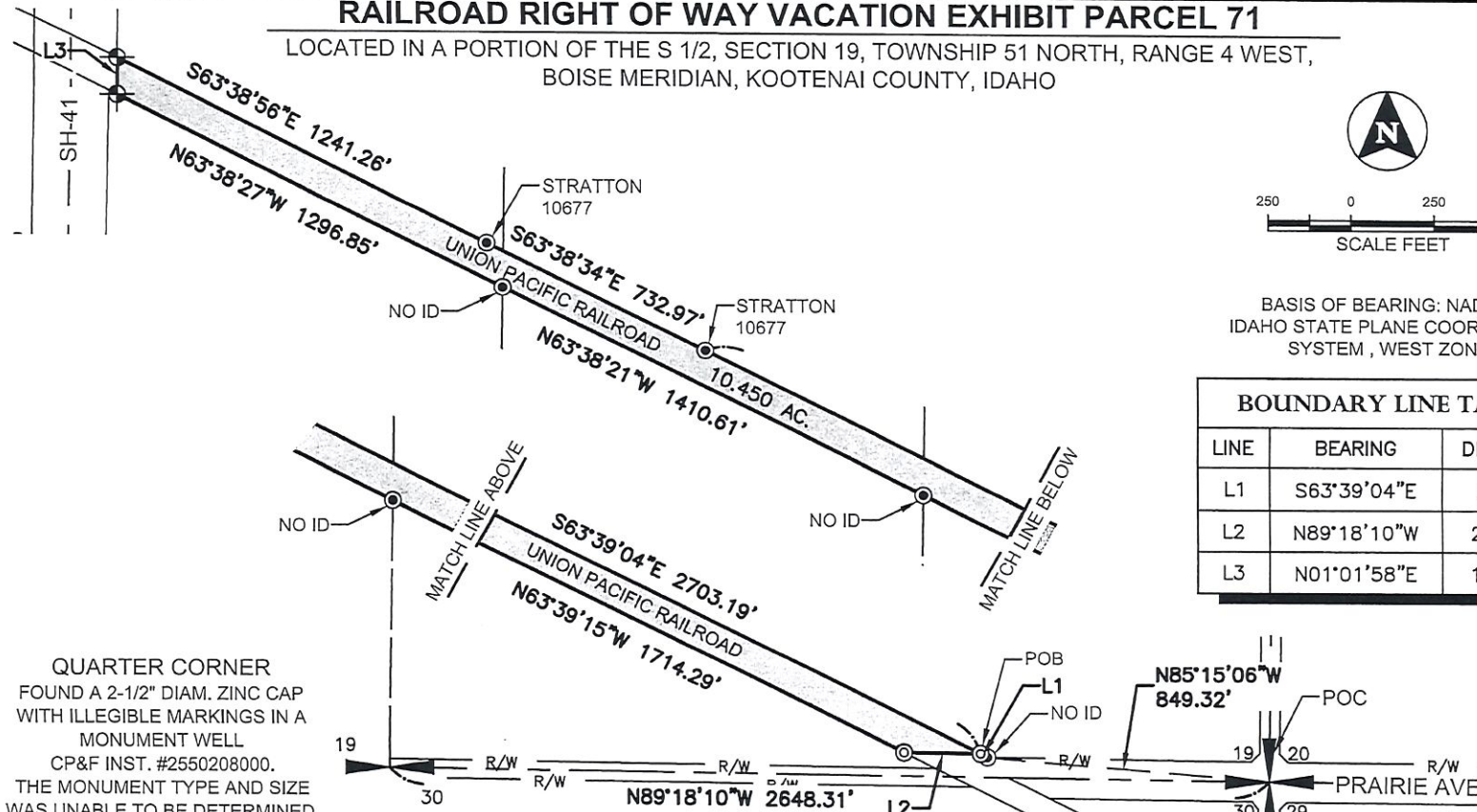
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PAGE 3 OF 3



**T-O ENGINEERS**

WEST 280 PRAIRIE AVENUE  
COEUR D'ALENE, IDAHO 83815-7710

PHONE: (208) 762-3644

FAX: (208) 762-3708

E-FILE: 170115\_V\_UPRR Exhibit

DATE: AUG. 2018

JOB: 170115



RESOLUTION NO. 20-09

A RESOLUTION OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO APPROVING A STATE LOCAL AGREEMENT FOR THE PURCHASE OF SH 41, UPRR RRX CLOSURE KEY NO. 23021

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement, attached hereto as Exhibit "A" and incorporated herein by reference stating obligations of the STATE and the CITY OF POST FALLS, hereafter called the CITY, for purchase of Parcel 71; and

WHEREAS, the legal description of Parcel 71 and a visual depiction are attached Exhibit "B" incorporated herein by reference; and


NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Post Falls, that the following be and the same is hereby adopted:

1. That the Agreement for purchase of parcel 71, Exhibit "A", is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department

Enacted by the City Council as a Resolution of the City of Post Falls on the <sup>4th August</sup> day of , 2020.

Approved by the Mayor on the <sup>4th August</sup> day of , 2020.

DATED this <sup>4th August</sup> day of , 2020.

  
\_\_\_\_\_  
Ronald G. Jacobson, Mayor

ATTEST:

  
\_\_\_\_\_  
Shannon Howard, City Clerk





COPY CERTIFICATION

State of Idaho

County of Kootenai


On this day 4<sup>th</sup> of August, 2020, I certify that the attached document Resolution Number 20-09 of the Cooperative Agreement SH 41, UPRR RRX Closure Key No. 23021 numbering one (1) page is a true, exact, complete and unaltered photocopy, original on file at the Post Falls City Hall, located at 408 N Spokane Street, Post Falls, Idaho.

  
Shannon Howard, City Clerk

State of Idaho

County of Kootenai

On this 5th day of August, 2020, Shannon Howard personally appeared before me, who is personally known to me to be the signer of the above instrument and she acknowledged that she executed it.

  
Notary Public  
Residing at Post Falls  
Commission Expires 10.12.24



**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 05/02/2023**

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**DATE:** 04/26/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jason Faulkner  
**SUBJECT:** FY 24 Public Transportation Contribution

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**ITEM AND RECOMMENDED ACTION:**

Kootenai County Public Transportation is asking for a 3% increase which would result in \$40,412 for FY 2024.

**DISCUSSION:**

Council to instruct staff to include the request within the fiscal year 2024 budget requests for consideration.

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

04/18/2023

**APPROVED OR DIRECTION GIVEN:**

A presentation was before council.

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

\$40,412

**BUDGET CODE:**

001-411.0000.63870



# KOOTENAI COUNTY

## PUBLIC TRANSPORTATION

---

### MEMO

DATE: 19 April 2023

TO: Mayor Ron Jacobson  
City Council Members

FROM: Jody Bieze, Director

RE: FY24 Public Transportation Contribution

Kootenai County Public Transportation (Citylink) is seeking consideration and approval of a FY24 Public Transportation contribution of \$40,412 from the City of Post Falls, reflecting a three (3) percent increase from FY23.

Kootenai County Public Transportation provided an update on 18 April 2023 highlighting the status of our multimodal Integrated Mobility Innovation application as well as the Strategic Service Plan which lays out priorities and future goals for our network design. Additional strategic activities include the development and implementation of a system wide cost allocation model and bus stop improvement plan.

Financial support of transportation from the Mayor and Post Falls City Council continues to be an immense benefit to Kootenai County's transportation program, and in turn, the community. Many Post Falls residents praise the value of the transportation system and enjoy the benefits of access to employment, education, healthcare, and recreation.

Post Falls' transportation contribution will support our work to develop and maintain exceptional and sustainable transportation in our area, and continue to provide a system that is safe, economical, and efficient.

cc: Shelly Enderud, City Administrator  
Shannon Howard, City Clerk

MEMORANDUM

---

To: Mayor and Council Members  
From: Jason Faulkner, Finance Director  
Date: 04/21/2023  
Subject: February Cash and Investments

**Agenda Item**

Consent Calendar

**Summary**

The Finance Department is providing the cash and investment balances for each month to be in compliance with the following: Idaho Code 50-208, Idaho Code 50-708 and Idaho Code 57-135. Please let me know if you have any questions and the details are available upon request.

**Recommended Action or Motion**

Approve.

**Fiscal Impact**

None.

City of Post Falls  
Cash and Investments  
2/28/2023

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	64,602,210.84
LGIP Acct 1441	266,163.39
<u>First Financial Equity Corporation</u>	
General Accts Investments	22,759,858.74
Contingency Accts	5,858,026.77
Replacement & Reserve Accts	50,806,727.82
<u>Moreton Capital Investments</u>	
Moreton Securities	19,441,910.34
<u>Mountain West bank</u>	
Repurchase Sweep Account	8,597,456.62
Checking Account	75,000.59
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	205.00
Park	203.00
Planning and Zoning	150.00
Total	<u>\$ 172,408,988.11</u>

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



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

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED February 28, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 97,542.00	\$ 93,402.45	95.8%
	Personnel	<u>103,412.46</u>	<u>39,167.34</u>	37.9%
		200,954.46	132,569.79	66.0%
412 - INFORMATION SYSTEMS	Operating	114,868.00	41,482.93	36.1%
	Capital	-	44,279.00	0.0%
	Personnel	<u>302,007.25</u>	<u>133,128.54</u>	44.1%
		416,875.25	218,890.47	52.5%
413 - GENERAL SERVICES	Operating	14,950.00	3,546.48	23.7%
	Personnel	<u>262,043.22</u>	<u>109,464.82</u>	41.8%
		276,993.22	113,011.30	40.8%
414 - FINANCE	Operating	238,893.00	262,136.53	109.7%
	Personnel	<u>567,328.98</u>	<u>235,937.70</u>	41.6%
		806,221.98	498,074.23	61.8%
415 - CITY CLERK	Operating	10,450.00	5,739.56	54.9%
	Capital	-	-	0.0%
	Personnel	<u>72,137.91</u>	<u>32,046.00</u>	44.4%
		82,587.91	37,785.56	45.8%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	2,022.06	28.1%
	Capital	-	-	0.0%
	Personnel	<u>133,622.19</u>	<u>55,800.04</u>	41.8%
		140,822.19	57,822.10	41.1%
418 - HUMAN RESOURCES	Operating	7,950.00	7,480.02	94.1%
	Personnel	<u>239,077.70</u>	<u>114,152.31</u>	47.7%
		247,027.70	121,632.33	49.2%
419 - LIBRARY	Operating	<u>-</u>	<u>17.22</u>	
		-	17.22	
421 - POLICE	Operating	646,105.48	378,710.39	58.6%
	Capital	186,000.00	203,508.24	109.4%
	Personnel	<u>6,507,818.65</u>	<u>2,353,511.93</u>	36.2%
		7,339,924.13	2,935,730.56	40.0%
423 - OASIS	Operating	4,000.00	10,837.62	270.9%
	Personnel	<u>124,978.71</u>	<u>61,047.42</u>	48.8%
		128,978.71	71,885.04	55.7%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	50,362.31	88.7%
	Capital	25,000.00	-	0.0%
	Personnel	<u>736,149.10</u>	<u>311,874.20</u>	42.4%
		817,899.10	362,236.51	44.3%
427 - ANIMAL CONTROL	Operating	17,250.00	4,763.38	27.6%
	Personnel	<u>162,597.58</u>	<u>68,370.56</u>	42.0%
		179,847.58	73,133.94	40.7%
431 - STREETS	Operating	1,987,099.30	474,117.56	23.9%
	Capital	235,000.00	38,180.23	0.0%
	Personnel	<u>1,074,995.66</u>	<u>456,611.80</u>	42.5%
		3,297,094.96	968,909.59	29.4%

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED February 28, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	2,280.39	25.8%
		<u>8,850.00</u>	<u>2,280.39</u>	25.8%
433 - FACILITY MAINTENANCE	Operating	33,650.00	13,886.89	41.3%
	Capital	2,000.00	171.57	0.0%
	Personnel	<u>269,505.65</u>	<u>105,129.13</u>	39.0%
		305,155.65	119,187.59	39.1%
434 - FLEET MAINTENANCE	Operating	165,812.00	88,415.86	53.3%
	Capital	690,000.00	139,714.79	20.2%
	Personnel	<u>363,300.47</u>	<u>133,746.37</u>	36.8%
		1,219,112.47	361,877.02	29.7%
435 - -GIS	Operating	44,734.00	50,176.58	112.2%
	Personnel	<u>167,995.10</u>	<u>68,614.30</u>	40.8%
		212,729.10	118,790.88	55.8%
441 - URBAN FORESTRY	Operating	45,530.00	14,567.07	32.0%
	Capital	151,300.00	53,046.29	0.0%
	Personnel	<u>184,150.59</u>	<u>77,321.66</u>	42.0%
		380,980.59	144,935.02	38.0%
442 - CEMETERY	Operating	109,395.00	44,752.71	40.9%
	Capital	16,650.00	-	0.0%
	Personnel	<u>164,263.17</u>	<u>79,922.90</u>	48.7%
		290,308.17	124,675.61	42.9%
443 - PARKS	Operating	690,894.74	171,430.39	24.8%
	Capital	545,700.00	24,573.64	0.0%
	Personnel	<u>1,116,114.64</u>	<u>397,255.70</u>	35.6%
		2,352,709.38	593,259.73	25.2%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>893,000.00</u>	-	0.0%
		893,000.00	-	0.0%
445 - RECREATION	Operating	199,199.00	84,952.67	42.6%
	Personnel	<u>859,831.75</u>	<u>268,878.76</u>	31.3%
		1,059,030.75	353,831.43	33.4%
451 - PLANNING & ZONING	Operating	36,519.00	26,698.15	73.1%
	Personnel	<u>303,384.37</u>	<u>126,127.25</u>	41.6%
		339,903.37	152,825.40	45.0%
452 - BUILDING INSPECTOR	Operating	29,750.00	11,610.81	39.0%
	Personnel	618,701.99	272,925.69	44.1%
	Capital	-	3,750.00	
		<u>648,451.99</u>	<u>288,286.50</u>	44.5%
453 - ENGINEERING	Operating	40,800.00	7,239.42	17.7%
	Capital	-	-	0.0%
	Personnel	<u>651,766.84</u>	<u>267,587.56</u>	41.1%
		692,566.84	274,826.98	39.7%

CITY OF POST FALLS  
 BUDGET STATUS REPORT  
 FOR MONTH ENDED February 28, 2023


FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	7,327.40	75.7%
	Capital	-	18,600.00	0.0%
	Personnel	195,131.63	78,727.09	40.3%
		<u>204,811.63</u>	<u>104,654.49</u>	51.1%
465 - STREET LIGHTS	Operating	620,000.00	213,839.53	34.5%
		<u>620,000.00</u>	<u>213,839.53</u>	34.5%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,826,447.92	6,235,993.14	341.4%
	Capital	580,000.00	6,225.44	0.0%
		<u>2,406,447.92</u>	<u>6,242,218.58</u>	259.4%
482 - PERSONNEL POOL	Operating	3,300,000.00	1,717,085.00	52.0%
	Personnel	263,212.33	20,341.66	7.7%
		<u>3,563,212.33</u>	<u>1,737,426.66</u>	48.8%
497 - TRANSFERS OUT	Operating	375,000.00	-	0.0%
		<u>375,000.00</u>	<u>-</u>	0.0%
<b>TOTAL GENERAL FUND</b>		<b><u>29,507,497.38</u></b>	<b><u>16,424,614.45</u></b>	<b>55.7%</b>
002 - INSURANCE FUND	Operating	338,249.38	155,221.09	45.9%
		<u>338,249.38</u>	<u>155,221.09</u>	45.9%
003 - PERSONNEL FUND	Operating	112,152.00	45,124.99	40.2%
	Capital	-	-	0.0%
	Personnel	4,448,700.00	1,716,423.02	38.6%
		<u>4,560,852.00</u>	<u>1,761,548.01</u>	38.6%
007 - DRUG SEIZURE FUND	Operating	135,000.00	17,141.72	12.7%
		<u>135,000.00</u>	<u>17,141.72</u>	12.7%
008 - 911 FUND	Operating	452,763.74	48,545.21	10.7%
	Capital	-	-	0.0%
	Personnel	74,742.80	31,909.19	42.7%
		<u>527,506.54</u>	<u>80,454.40</u>	15.3%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	-	653,466.55	0.0%
		<u>1,807,000.00</u>	<u>653,466.55</u>	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	14,806.49	0.8%
	Capital	1,000,000.00	-	
		<u>2,900,000.00</u>	<u>14,806.49</u>	0.5%
023 - SPECIAL EVENTS FUND	Operating	46,248.00	2,841.80	6.1%
		<u>46,248.00</u>	<u>2,841.80</u>	6.1%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		<u>202,500.00</u>	<u>-</u>	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	-	43,800.20	
		<u>-</u>	<u>43,800.20</u>	
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	15,842.00	1.1%
	Capital	-	999,784.39	0.0%
		<u>1,463,000.00</u>	<u>1,015,626.39</u>	69.4%



CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED February 28, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	12,351.95	0.0%
	Capital	24,720,984.00	1,144,164.73	
		<u>25,195,984.00</u>	<u>1,156,516.68</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	1,482.00	0.0%
	Capital	2,375,000.00	800,479.71	33.7%
		<u>4,260,000.00</u>	<u>801,961.71</u>	18.8%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		<u>528,000.00</u>	-	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	-	0.0%
		<u>150.00</u>	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	11,305,311.52	6,740,410.84	59.6%
	Capital	215,000.00	516,888.65	240.4%
	Personnel	1,853,787.83	734,908.49	39.6%
		<u>13,374,099.35</u>	<u>7,992,207.98</u>	59.8%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	337,954.50	36.6%
	Capital	22,620,000.00	2,871,329.98	12.7%
		<u>23,543,389.00</u>	<u>3,209,284.48</u>	13.6%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	1,800,000.00	753,875.96	41.9%
		<u>1,800,000.00</u>	<u>753,875.96</u>	41.9%
700 - SANITATION FUND	Operating	3,553,481.24	1,342,502.47	37.8%
		<u>3,553,481.24</u>	<u>1,342,502.47</u>	37.8%
750 - WATER OPERATING FUND	Operating	1,943,076.31	796,496.29	41.0%
	Capital	424,316.00	67,946.52	
	Personnel	720,293.80	307,963.62	42.8%
		<u>3,087,686.11</u>	<u>1,172,406.43</u>	38.0%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	1,100,000.00	189,852.95	17.3%
		<u>1,100,000.00</u>	<u>189,852.95</u>	17.3%
GRAND TOTAL		<u>\$ 117,930,643.00</u>	<u>\$ 36,788,129.76</u>	31.2%

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

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

City of Post Falls  
Treasurer's Report of Cash and Investment Transactions  
2/28/2023

FUND	BALANCE 01/31/2023	RECEIPTS	DISBURSEMENTS	BALANCE 02/28/2023
001 - GENERAL FUND	\$ 50,513,217.06	\$ 1,827,337.09	\$ 8,533,660.98	\$ 43,806,893.17
002 - COMPREHENSIVE LIABILITY	456,307.94	\$ 13,943.96	\$ 4,364.59	465,887.31
003 - PERSONNEL BENEFIT POOL	(835,698.76)	\$ 358,287.56	\$ 376,373.49	(853,784.69)
004 - STREET LIGHTS	129,710.98	\$ 189.37	\$ -	129,900.35
007 - DRUG SEIZURE PROGRAM	185,897.38	\$ 1,656.85	\$ 2,936.99	184,617.24
008 - 911 SUPPORT	2,363,783.57	\$ 45,062.99	\$ 8,377.22	2,400,469.34
011 - FACILITY BUILDING RESERVE	1,542,166.80	\$ 6,052,799.99	\$ -	7,594,966.79
017 - ANNEXATION FEES	3,444,634.72	\$ 22,053.88	\$ -	3,466,688.60
023 - SPECIAL EVENTS	306,103.15	\$ 9,857.58	\$ 442.28	315,518.45
029 - CEMETERY CAPITAL IMPROVEMENT	368,041.25	\$ 4,843.61	\$ -	372,884.86
034 - KOOTENAI FIRE/EMS IMPACT FEES	45,885.66	\$ 30,176.58	\$ 48,502.94	27,559.30
035 - PUBLIC SAFETY IMPACT FEES	2,265,552.55	\$ 24,986.13	\$ 1,002,656.39	1,287,882.29
037 - STREETS IMPACT FEES	4,336,202.49	\$ 1,203,350.81	\$ 27,980.65	5,511,572.65
038 - PARKS IMPACT FEES	4,030,477.04	\$ 120,853.77	\$ 990.65	4,150,340.16
039 - STREETS CAPITAL PROJECTS	20,992.78	\$ 30.65	\$ -	21,023.43
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(93,247.33)	\$ 823.86	\$ -	(92,423.47)
450 - LID GUARANTEE	17,522.23	\$ 25.58	\$ -	17,547.81
650 - RECLAIMED WATER OPERATING	52,410,418.15	\$ 1,413,268.57	\$ 1,524,514.72	52,299,172.00
651 - RECLAIMED WATER CAPITAL - WWTP	11,623,722.90	\$ 253,441.39	\$ 1,177,431.55	10,699,732.74
652 - RECLAIMED WATER CAPITAL - COLLECTOR	11,471,158.77	\$ 1,202,271.01	\$ 108,878.41	12,564,551.37
700 - SANITATION	1,436,445.21	\$ 347,907.03	\$ 659,421.57	1,124,930.67
750 - WATER OPERATING	21,574,594.25	\$ 287,717.66	\$ 479,543.56	21,382,768.35
753 - WATER CAPITAL	5,517,587.68	\$ 66,933.89	\$ 23,252.30	5,561,269.27
<b>GRAND TOTAL:</b>	<b>\$ 173,100,496.59</b>	<b>\$ 13,287,819.81</b>	<b>\$ 13,979,328.29</b>	<b>\$ 172,408,988.11</b>

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

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

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 05/02/2023**

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**DATE:** 04/26/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Rhonda Ellis  
**SUBJECT:** Disposal of Vehicle Lift

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**ITEM AND RECOMMENDED ACTION:**

Ammco 4-Post Vehicle Lift purchased in 2013. Lift does not correctly lift and hold vehicles, creating a safety hazard. Lift has aged out and will cost more to repair than the lift is worth.

Recent inspection revealed that our existing 4-post lift has safety problems:

- Safety locks not catching properly/worn out
- Severe rust in places
- Posts do not lift in unison

**DISCUSSION:**

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

**APPROVED OR DIRECTION GIVEN:**

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

**BUDGET CODE:**

001-434.0000.91380

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: Ammco 4Post Truck Lift

Recent inspection revealed that our existing 4-post lift has safety problems:

Safety locks not catching properly, Severe rust in places, Does not lift in unison

TAG# 4114 SERIAL # P13030000089605 MODEL# AC30CRH0

REASON FOR DISPOSAL (MANDATORY):

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

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

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

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

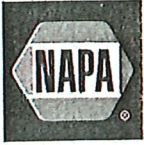
AUTHORIZED SIGNATURE

  
ASSET MANAGER SIGNATURE *Ross Junkin*

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)







# AUTO PARTS

500004050  
 POST FALLS  
 703 E. SELTICE WAY  
 REF BY \_\_\_\_\_ VER BY \_\_\_\_\_  
 POST FALLS, ID 83854  
 00

Time: 09:21 Date: 03/25/2013 Page: 1/1

Employee: 1, Rick  
 Sales Rep: 9, Bob  
 Accounting Day: 25

**SOLD TO** 6903  
 CITY OF POST FALLS  
 408 N SPOKANE ST  
 POST FALLS, ID 83854-7538

Promised Time:  
 Attention:  
 Tax Exemption:  
 PO#:  
 Terms:

Part Number	Line	Description	Quantity	Price	Net	Total
AC30CRH0B	CL	4POST LIFT W 24IN WI	1.00	17,694.96	14702.3200	14,702.32

ACCT # 001-434-0000-91380  
 USE DESCRIPTION LIFT  
 AMOUNT \$14,702.32

DATE 3/26/13  
 INT [Signature]  
 Customer Signature

Subtotal	14,702.32
TAXTABLE 1 6.0000%	0.00
<b>Total</b>	<b>14,702.32</b>
Charge Sale	14,702.32

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

**COPY**

STORE COPY

Y  
 OCR  
 5000040505153171  
 Y  
 515317  
 Invoice Number

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 05/02/2023**

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**DATE:** 04/26/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Bryan Myers  
**SUBJECT:** Brightly Mutual Confidentiality Agreement for Parks Division to Test Operations Software

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Agenda, City Council authorizes the Mayor to Sign the Confidentiality Agreement with Brightly Software, Inc.

**DISCUSSION:**

The Parks Division currently utilizes a computerized cloud based maintenance management software to facilitate recording work done to manage existing park and recreation facilities. The Parks and Recreation Department is currently researching alternative solutions to the existing software suite to improve data collection, improve access to reporting, improve knowledge of predicted future workloads. The software solution developed by Brightly is offering trial access for the department to demo the software with a "Sandbox" developed by Brightly. Should the software meet the needs of the department we will return to the Council with a service agreement for consideration.

There are no direct costs to the decision before council at this time. Any future agreement would be presented to City Council as a New Business Agenda Item.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

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

None

**BUDGET CODE:**



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is made as of the date of signature below (the “**Effective Date**”) by and between Brightly Software, Inc. (together with its affiliates, “**Company**”) and “**Party B**” identified below to protect Confidential Information (defined in Section 1) that they may disclose to each other concerning an existing or potential business relationship between them ( the “**Purpose**”). The party disclosing Confidential Information under this Agreement is referred to herein as a “**Disclosing Party**,” and a party receiving Confidential Information under this Agreement is referred to herein as a “**Receiving Party**.”

### AGREEMENT

In consideration of furnishing the other party with Confidential Information, the mutual covenants contained herein and, if applicable, for other good and valuable consideration, Company and Party B each agree as follows:

1. The term “**Confidential Information**” shall mean all non-public information maintained in confidence by Disclosing Party and received by Receiving Party in any form or medium, that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a third party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a third party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.
2. The parties acknowledge that each party considers the Confidential Information it discloses to be valuable, confidential and a potential trade secret. Receiving Party shall (i) use such information solely for the Purpose, and not for Receiving Party’s own or any third party’s benefit; (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to Confidential Information to its officers, directors, agents, contractors, employees or representatives (collectively, the “**Representatives**”) who have a need to know such information and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement, including any legal entity the Receiving Party controls, or is controlled by. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations. The Receiving Party acknowledges that Confidential Information of the Disclosing Party may be deemed to be material, non-public information and, as such, disclosure and use of the Confidential Information of the Disclosing Party may be restricted by securities laws. The Receiving Party agrees to, and will use reasonable efforts to cause its Representatives to, comply with all applicable securities laws regarding the use or communication of the Confidential Information of the Disclosing Party.
3. Except as provided in the Idaho Public Records Law, Idaho Code title 74, chapter 2, both Parties agree to keep the other Party’s Confidential Information confidential and will protect the information from unauthorized use. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party’s request and expense, to prevent or limit such disclosure.





4. Each party retains all right, title and interest in its Confidential Information and neither party acquires any intellectual property rights under the Agreement. Receiving Party shall not remove any intellectual property right notice from Confidential Information and shall include such notice on any copies. Any feedback provided by Receiving Party to Disclosing Party related to Disclosing Party's products or services may be used without restriction in the further development of such products and services. Nothing in this Agreement shall be deemed a license to Receiving Party to use the intellectual property.

5. To the extent permitted by Idaho Code section 74-101, et seq., Receiving Party shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Disclosing Party's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Receiving Party shall immediately notify Disclosing Party and provide such reasonable cooperation as requested by Disclosing Party and permitted by law to oppose production or release of such Disclosing Party's Confidential Information.

6. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. The parties agree that Disclosing Party shall be entitled to seek equitable relief, including an injunction and specific performance without posting bond to prevent unauthorized use or disclosure of Confidential Information, in addition to any other remedies available to Disclosing Party at law or in equity. The parties each waive the defense that an adequate remedy at law exists for any breach or threatened breach of this Agreement.

7. All Confidential Information is provided "AS IS" without warranty of any kind; and Disclosing Party hereby disclaims all warranties, express or implied by law. Receiving Party agrees that Disclosing Party shall not be liable for any damages arising from Receiving Party's use of Confidential Information.

8. This Agreement shall terminate the later of one (1) year from the Effective Date unless earlier terminated by either party upon ten (10) days prior written notice. Notwithstanding expiration or termination, Receiving Party's obligations of confidentiality shall survive for an additional three (3) year period; provided however with respect to any Confidential Information (a) that applicable law requires a longer period of confidentiality (i.e. personally identifiable information), these obligations shall continue in accordance with applicable laws; or (b) identified by the Disclosing Party as trade secret, these obligations shall continue for as long as they are considered trade secret in accordance with applicable laws.

9. At the request of Disclosing Party, the Receiving Party will promptly cease any using of Disclosing Party's Confidential Information and return to Disclosing Party or securely destroy all of Disclosing Party's Confidential Information, together with all copies thereof and all notes, drawings, abstracts and other information relating to the Confidential Information prepared by Receiving Party or any of its Representatives, in any form or medium, and whether or not then in the possession of Receiving Party or in the possession of any of its Representatives. Further, upon request of Disclosing Party, Receiving Party will provide Disclosing Party with a statement, signed by a duly authorized representative of the Receiving Party, verifying that Receiving Party has complied with the terms of this Agreement. Notwithstanding the above, neither party shall be required to erase, delete, alter or destroy back-up media made in the ordinary course of business.

10. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and communications between the parties related to the subject matter, and may be modified only in writing signed by duly authorized representatives of each of the parties. Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed waiver of such provision or any other provision hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.



11. The Company entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Party B is domiciled:

- a. In the United States and all other domiciles not otherwise mentioned, the Company entity is Brightly Software, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 300, Cary, NC 27518, attn: General Counsel, governing law shall be Idaho and the courts with exclusive jurisdiction shall be located in Kootenai County, Idaho without regard to the principles of conflicts of laws, unless otherwise required by applicable law where Party B is a public entity.
- b. In Canada, the Company is Brightly Software Canada Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 attn: Brightly Software General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.
- c. In the United Kingdom or a country in Europe, the Middle East or Africa, the Company entity is Brightly Software Limited, a limited company in England, notices shall be address to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.
- d. In Australia, New Zealand, a country in Asia or the Pacific region, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, notices shall be address to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.

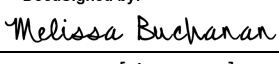
12. This Agreement may be executed and transmitted in counterparts, each of which may be enforceable as an original, but all of which together shall constitute but one agreement.

13. The execution of this Agreement shall not create any agency, partnership, joint venture, association or any other relationship between the parties other than as independent contracting parties.

14. This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed prior to the assignment. Any assignment in violation of this paragraph shall be void.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

<p><b>Brightly Software, Inc.</b></p> <p>DocuSigned by:          By: _____  <small>C651E090F2</small> [signature]</p> <p>Name: <u>Melissa Buchanan</u>        [printed or typed]</p> <p>Title: <u>Legal Operations Manager</u></p> <p>Date: <u>31 March 2023</u></p>	<p><b>City of Post Falls, Idaho</b></p> <p>_____</p> <p>[Party B]</p> <p>By: _____</p> <p>[signature]</p> <p>Name: _____</p> <p>[printed or typed]</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

Send notices to Party B at:  
 Address: \_\_\_\_\_



DocuSigned by:  
By: Laurie Jackson  
A24A16CAC706434  
[signature]

Address: \_\_\_\_\_

Name: Laurie Jackson  
[printed or typed]

Title: Paralegal

Date: 31 March 2023

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 05/02/2023**

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**DATE:** 04/26/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Laura Claffey  
**SUBJECT:** Asset Disposal of Totaled Patrol Vehicle

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**ITEM AND RECOMMENDED ACTION:**

The Police Department is requesting approval to dispose of a 2008 Chevy Impala, VIN number 2G1WS553X81348417 that was totaled by a suspect during a felonious assault on police officers. The vehicle is of no further use to the police department, and all salvageable equipment has been removed from the vehicle.

**DISCUSSION:**

Request to be salvaged

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

No

**APPROVED OR DIRECTION GIVEN:**

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

N/A

**BUDGET CODE:**

N/A

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME \_\_\_\_\_ DEPT.# \_\_\_\_\_ 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

To: Chief Greg Mclean

From: Sergeant Frank Bowne

Date: 03/26/2023

Subject: K9 Duco Bio / Retirement

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Chief Mclean, I am writing this memo to provide information regarding K9 Duco, his history with the Post Falls Police Department, and his reason for retirement.

In October of 2015 I was sent to Vohne Liche Kennels in Indiana to select a new multipurpose K9 for our department. A short time after arriving I selected K9 Duco, a Belgian Malinois, who at the time was 14 months old, then spent the next ten weeks training him in the basics. When we returned we quickly obtained our certifications in Patrol and Controlled Substance Detection. Later we would also be certified in Tracking and Evidence Searching.

K9 Duco has spent roughly 8 years as a member of the Post Falls Police Department and will be 9 years of age on June 1<sup>st</sup> of this year. When K9 Duco was chosen, it was because of his extreme drive to work. His drives, and behavior traits were perfect for Police K9 work. This also has put tremendous stress on him physically. K9 Duco has become more prone to injury, he has had 3 K9 teeth broken, his spleen removed, and needs extended rest after a training day. K9 Duco has had an increase in frequency of sprains and strains and because of his drive he cannot moderate himself. I am asking for his retirement so he can have a normal healthy time outside of law enforcement before he "Breaks down" further.

K9 Duco has had approximately 220 deployments. K9 Duco has located 27 people who would not have been located without him including on tracks, building searches, area searches. He has made over 100 drug related seizures and over 1000 different environments searched.

As you are aware, we waited too long to retire our first K9 Deano (Koda). This resulted in a retirement filled with excruciating pain to him and a steep financial cost to me. I am trying to avoid repeating this mistake with K9 Duco.

Thank you,

Sergeant Frank Bowne

## CITY OF POST FALLS

### **“RETIRED” POLICE DOG RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

This Release, Waiver of Liability, and Indemnification Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between and City of Post Falls, a municipal corporation of the State of Idaho (“City”) and \_Frank Bowne\_ (“Police Officer”) as follows:

#### **1. Sale and Agreement to Care for Retired Police Dog.**

The City of Post Falls hereby sells and transfers ownership of Duco III (“Retired Police Dog”) to Police Officer for the sum of \$1.00. The parties agree and acknowledge that Retired Police Dog is a trained police dog that has reached the end of its useful service to the City. Police Officer agrees and acknowledges that Retired Police Dog’s use as a trained police dog may create additional costs and risks to the owner, and others, beyond those posed by other dogs who have not been trained and used in this manner. Police Officer agrees to assume full responsibility, ownership, and control of the Retired Police Dog (including its food, shelter, veterinary needs, and any other expenses related to the Retired Police Dog’s care and upkeep), and promises, agrees, and covenants to the following waivers, release, and agrees to indemnify City, its officials, officers, employees and agents (collectively the “Indemnified Parties”).

#### **2. Waiver and Release.**

Police Officer hereby waives all actions (whether legal, equitable, or declaratory, in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise), demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including without limitation death, dismemberment and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement.

#### **3. Indemnity and Hold Harmless.**

Police Officer agrees to indemnify, defend (with legal counsel selected by City), and hold the Indemnified Parties, harmless from and against any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise), demands, claims and causes of action of whatever nature, costs and expenses (including attorney’s fees), judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person

(including without limitation, death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recover, whether for general, special, compensatory, or punitive damages, loss or earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement.

**4. Notice of Claims.**

Police Officer agrees to provide written notice to City within ten (10) days of the service on or delivery to Police Officer of any claim, demand, suit, action, or other proceeding arising out of or in any way related to the subject matter covered under this Agreement.

**5. Interpretation and Severability.**

Police Officer further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Idaho and that if any portion thereof is held invalid, it is agreed that the balance will continue in full force and effect. This Agreement does not apply to any actions, proceedings, demands, claims, and causes of action arising from the actions of the Retired Police Dog occurring before the date of the Agreement.

Police Officer represents that he or she has had an opportunity to read this Agreement and seek the advice of independent legal counsel and is entering into the Agreement voluntarily.

**City of Post Falls**

\_\_\_\_\_  
**Ronald G. Jacobson, Mayor**

**Police Officer**

  
\_\_\_\_\_  
**Frank Bowne**



**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: MAY 2<sup>ND</sup>, 2023**

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**DATE:** APRIL 24<sup>TH</sup>, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** BILL MELVIN – CITY ENGINEER  
**SUBJECT:** CREATIVE STORAGE SOLUTIONS PLAT APPLICATION

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**ITEM AND RECOMMENDED ACTION:** With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for Creative Storage Solutions.

**DISCUSSION:** No surety required as all improvements were completed previously.

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

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** N/A

**BUDGET CODE:** N/A

**SUPPORTING DOCUMENTS:** A copy of the plat application, surety, and engineer’s estimate are available in the Community Development Department for review.

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 5/2/2023**

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**DATE:** 4/27/2023 9:41 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Bryan Myers  
**SUBJECT:** PURCHASE OF COMPACT TRACK LOADER AND ATTACHEMENTS

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**ITEM AND RECOMMENDED ACTION:**

Acceptance of the quotation with FMI Equipment for a ASV RT40-AWC Compact Track Loader.

**DISCUSSION:**

This past winter one of the Parks department utility vehicles critical to pedestrian snow removal operations sustained a critical failure when the 6-year-old unit was found to have a cracked frame. To provide continued snow removal operations assigned to the Parks Department a compact track loader was rented and utilized. We have found this unit to fulfill a unique niche in removing snow in the tight spaces like overpass sidewalks and bridges where our utility vehicles struggle. In addition to snow removal duties this tool will be utilized in the summer months for general park maintenance operations and projects requiring the finesse of a lightweight, compact loader. Including loading sand for topdressing turf, loading bulk materials into trucks, grading fields and gravel drives, and placing wood mulch in playgrounds to name a few.

Consistent with the City's Purchasing Policy this unit is being recommended for the purchase of personal property following an Informal Bid Process. The Public Works Department, Fleet Division requested quotes from three vendors. Two vendors responded to the request for quotes. A third vendor responded that they didn't have a unit that met the specifications listed in the request for quotes. Upon review, one unit was found by staff to not meet the needs of the city for our application, this unit was also found to be the more expensive unit. Attached you will find the request for quotes as well as the responses provided by FMI and Western States CAT for the tractor unit as well as needed attachments that meet the specifications outlined in the request for quotes. The City will see additional savings toward the purchase of this unit as FMI has agreed to apply rental fees for the new unit used by the city this past winter towards the purchase price.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

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

\$70,412.60.

**BUDGET CODE:**

001-443.0000.90050

# City of Post Falls Solicitation for bid

The city of Post Falls is looking for proposals for a compact track loader.  
**Bids need to be in by 4/14/23 to Rclark@postfalls.gov**

## Vehicle Specifications:

2022 or newer compact tracked loader (skid steer) with an all-weather, heated, air-conditioned cab. That matches or is equivalent to the below specifications.

<b>Loader Arms</b>	Radial
<b>Operating Weight</b>	4005lbs
<b>Rated Operating Capacity @ 35%</b>	931lbs
<b>Rated Operating Capacity @ 50%</b>	1330lbs
<b>Ground Pressure</b>	3.3 psi
<b>Engine Power</b>	38.2 hp
<b>Tipping Load</b>	2660lbs
<b>Max. Travel Speed</b>	7.1mph
<b>Controls</b>	Variable flow via joystick button or continuous via console switch, mode selectable via a dash-mounted switch
<b>Couplers</b>	Push to connect quick couplers mounted on manifold block. Pressure relief valve on block
<b>Cooling System</b>	High-efficiency oil cooler beside engine radiator, not stacked
<b>Standard Features</b>	Manual quick-attach
<b>Pump capacity</b>	13.3GPM minimum
<b>System pressure</b>	3000psi max
<b>Engine Power</b>	38.2 hp
<b>Displacement</b>	95.7 in <sup>3</sup>
<b>Gross Horsepower</b>	38.2 hp
<b>Torque Peak</b>	93.6 ft-lb
<b>Standard Features</b>	Engine block heater
<b>Wiring</b>	Pre-wired for all factory-available accessories
<b>Outlets</b>	1-12 V port inside operator station
<b>Charging System</b>	80 Amp Alternator

<b>Nominal Charge Battery</b>	12V 590 CCA
<b>Track Type</b>	General purpose track constructed of rubber compound with embedded co-polymer cords and all-purpose treads. Single row of track drive lugs molded in. Turf track with smooth tread available as an option
<b>Drive System</b>	Two hydrostatic direct drive sprockets controlled by a single joystick
<b>Track Drive Sprocket</b>	Elevated with low friction, replaceable sprocket rollers
<b>Undercarriage suspension</b>	two independent torsion axles per undercarriage
<b>Roller Wheels</b>	12 high-density polyurethane and rubber wheels per track. Wheels include sealed bearings
<b>Track Width</b>	11 in
<b>Length of Track on the Ground</b>	55 in
<b>Ground Contact area</b>	1210 in <sup>2</sup>
<b>Roller Wheel Diameter</b>	10 in
<b>OPERATOR STATION</b>	
<b>Seat</b>	Adjustable contour vinyl seat with built-in operator presence switch, lap bar and 2 in. ( 51 mm ) wide seat belt
<b>Loader Control</b>	Right-hand pilot hydraulic joystick controls loader lift/tilt, with intermittent control of auxiliary hydraulics
<b>Drive Control</b>	Left-hand pilot hydraulic joystick controls machine speed and direction
<b>Engine speed</b>	Hand-operated rotary throttle
<b>Parking Brake</b>	Actuated by a dash-mounted switch
<b>Multi-Functional Color4.3 Inch Display/Indicator</b>	Engine RPM, Engine Coolant Temperature, Engine Oil Pressure, Hydraulic Oil Temperature, Battery Voltage, Hour Meter, Fuel Level, Trip Meter, Engine Diagnostics, System Monitoring, Fault Logging and More
<b>ROPS</b>	Meets ISO 3471
<b>FOPS</b>	Meets ISO 3449
<b>Operator Restraint Anchorage</b>	Meets ISO 6683, CAL OSHA 1596
<b>Illumination</b>	2 - Fixed forward-facing LED lights, 1 - Adjustable rear-facing LED light, 1 - Interior light, 2 - Red LED tail lights Convenience 1 - 12 V power ports
<b>Standard Features</b>	Horn, backup alarm, rear window
<b>Full Length</b>	112.7 in.
<b>Hinge Pin Height</b>	101 in.

**Machine Height** 75.5 in.  
**Width** **48.3 in.**  
**Ground Clearance** 10.8 in.

**Included options in the quote:**

**Dirt bucket** 48 in. standard  
**Snow Blower** 48in. Hydraulically driven and correct wiring  
**Snow blade** 60in.  
**Pallet forks** 48in.  
**Power angle broom** 48in. Hydraulically driven angle and tilt  
**Heavy duty bucket** 60in.

24 month 2000hr warranty. Please include the service manual, parts, and wiring diagram. A digital copy is acceptable.

The vehicle shall be equipped with all standard items available for that model and shall have all required Federal and State safety equipment. The price shall include all dealer preparation and delivery charges, FOB City of Post Falls Fleet Services.



Phone: (509) 927-4071  
www.fmiequipment.com

11111 E Trent  
Spokane, WA 99206

QUOTE

Invoice #	SPK-0
Date	12/1/2022
Time	9:08 AM

PO #:	
Document #:	SPK-3297
Due Date:	12/31/2022

Salesman:	Spencer Andrews
Ship Via:	BESTWAY
Terms:	Net 30

City of Post Falls (CITPOS)		
408 Spokane Street		
Post Falls	ID	83854
Contact:	Hill, Preston (208) 773-8147	

Wholegood Estimate

Reprint

Ship To:		
Streets Division		
800 N Public Works Rd		
Post Falls	ID	83854

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(11155)									
ASV RT40-AWC ALL WEATHER CAB PREMIUM (SN:ASVRT040CND507361)	1.00	\$63,857.00	\$63,857.00		\$63,857.00		\$63,857.00		
FMI DISCOUNT - CTL MACHINE Sourcewell Discount	-1.00	\$9,977.00	(\$9,977.00)		(\$9,977.00)		(\$9,977.00)		
Customer Cash Discount - NO LOW RATE FINANCING									
ASV Customer Cash	-1.00	\$3,000.00	(\$3,000.00)		(\$3,000.00)		(\$3,000.00)		
Set-Up CTL									
ASV Steel Surcharge	1.00	\$1,140.00	\$1,140.00		\$1,140.00		\$1,140.00		
(4744)									
ASV 0405-204 ***Bucket, Dirt, 48 inch (standard width bucket)(SN:)	1.00	\$858.00	\$858.00		\$858.00		\$858.00		
Rental Discount									
Applied Rental Discount- month 1	-1.00	\$2,000.00	(\$2,000.00)		(\$2,000.00)		(\$2,000.00)		
Rental Discount									
Applied Rentals Discount- month 2	-1.00	\$2,000.00	(\$2,000.00)		(\$2,000.00)		(\$2,000.00)		

Printed:2/15/2023 6:57 AM



Phone: (509) 927-4071  
www.fmiequipment.com

1111 E Trent  
Spokane, WA 99206

QUOTE

Invoice #	SPK-0
Date	12/1/2022
Time	9:08 AM

PO #:	
Document #:	SPK-3297
Due Date:	12/31/2022

Salesman:	Spencer Andrews
Ship Via:	BESTWAY
Terms:	Net 30

City of Post Falls (CITPOS)		
408 Spokane Street		
Post Falls	ID	83854
Contact:	Hill, Preston (208) 773-8147	

Wholegood Estimate

Reprint

Ship To:		
Streets Division		
800 N Public Works Rd		
Post Falls	ID	83854

Item Number	Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
-------------	-------------	-----	-------	--------	------	----------	-----------	-----------------	------------	-----------

Cash	Check/Check#	CC/CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Summary of Charges	
\$0.00	Taxable
\$48,878.00	Non-Taxable
\$48,878.00	Subtotal
\$0.00	Sales Tax
\$48,878.00	Total
\$0.00	Amount Tendered
\$0.00	Change Due

Customer Signature	Date
--------------------	------

Exempt Tax Cert #:	ST-101
Expiration Date:	

Printed: 2/15/2023 6:57 AM



Phone: (509) 927-4071  
www.fmiequipment.com

11111 E Trent  
Spokane, WA 99206

QUOTE

Invoice #	SPK-0
Date	2/20/2023
Time	9:23 AM

PO #:	
Document #:	SPK-3798
Due Date:	3/22/2023

Salesman:	Spencer Andrews
Ship Via:	BESTWAY
Terms:	Net 30

City of Post Falls (CITPOS)		
408 Spokane Street		
Post Falls	ID	83854
Contact:	Hill, Preston (208) 773-8147	

Wholesale Estimate

Reprint

Ship To:		
City of Post Falls		
408 Spokane Street		
Post Falls	ID	83854

Item Number	Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(12573)	ERSKINE TORO-901443 ERSKINE 901443 MINI HYDRAULIC SNOWBLOWER W/ FLAT FACED COUPLERS, ASV 8 PIN WIRE HARNESS, ASV MOUNTING PLATE(SN:)	1.00	\$9,750.00	\$9,750.00		\$9,750.00		\$9,750.00		
(12574)	ERSKINE 900339 ERSKINE 900339 MINI SNOW / LIGHT MATERIAL 60" BLADE W/ HYDRAULIC ANGLING PACKAGE, FLAT FACED COUPLERS, ASV MOUNTING PLATE(SN:)	1.00	\$4,300.00	\$4,300.00		\$4,300.00		\$4,300.00		
(12575)	ERSKINE 901670 ERSKINE 48" HEAVY DUTY PALLET FORKS FOR ASV/TEREX(SN:)	1.00	\$1,645.00	\$1,645.00		\$1,645.00		\$1,645.00		
(12543)	ERSKINE 900893 ERSKINE 900893 48" MINI POWER ANGLE BROOM W/ HDYRAULIC ANGLING, FLAT FACED COUPLERS, ASV WIRE HARNESS, ASV MINI MOUNTING PLATE(SN:)	1.00	\$7,195.00	\$7,195.00		\$7,195.00		\$7,195.00		
(892)	BORGFORD 0304-031HD-P 60in Heavy Duty Bucket (SN:CW-1002)	1.00	\$1,425.00	\$1,425.00		\$1,425.00		\$1,425.00		
	FMI DISCOUNT - CTL MACHINE Sourcewell Pricing Discount	-1.00	\$2,780.40	(\$2,780.40)		(\$2,780.40)		(\$2,780.40)		

Printed:2/20/2023 9:36 AM





Phone: (509) 927-4071  
www.fmiequipment.com

11111 E Trent  
Spokane, WA 99206

QUOTE

Invoice #	SPK-0
Date	2/20/2023
Time	9:23 AM

PO #:	
Document #:	SPK-3798
Due Date:	3/22/2023

Salesman:	Spencer Andrews
Ship Via:	BESTWAY
Terms:	Net 30

City of Post Falls (CITPOS)		
408 Spokane Street		
Post Falls	ID	83854
Contact:	Hill, Preston (208) 773-8147	

Wholegood Estimate

Reprint

Ship To:		
City of Post Falls		
408 Spokane Street		
Post Falls	ID	83854

Item Number	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
-------------	-----	-------	--------	------	----------	-----------	-----------------	------------	-----------

Cash	Check/Check#	CC/CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Summary of Charges	
\$0.00	Taxable
\$21,534.60	Non-Taxable
\$21,534.60	Subtotal
\$0.00	Sales Tax
\$21,534.60	Total

\$0.00	Amount Tendered
\$0.00	Change Due

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Exempt Tax Cert #: ST-101  
Expiration Date: \_\_\_\_\_

Printed: 2/20/2023 9:36 AM



Hayden  
 10780 N Highway 95 Hayden, ID 83835  
 208.762.6690

# SALES AGREEMENT

AGREEMENT: Q000316501-3  
 AGREEMENT DATE: 4/10/2023  
 AGREEMENT EXPIRES: 5/10/2023  
 WAREHOUSE: Hayden Machine Sales  
 CUSTOMER NO.: 6994500  
 CUSTOMER PO:  
 SALESMAN: Jeff D Shaw  
 208-659-3003  
 Jeff.Shaw@wseco.com

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

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

ITEM DESCRIPTION	PRICE
2023 Caterpillar 249D3 Skid Steer Loader S/N: WKD00135 ID:E0116573	\$61,613.28
<ul style="list-style-type: none"> <li>● EMS Basic - 1 Yr / 500 Hr Parts Only Preventative Maintenance Kit.</li> <li>● New Warranty - 2 Yr / 2000 Hr Premier Warranty</li> </ul>	
Caterpillar 84" Angle BLD SSL S/N: TBD YEAR: 2022 ID: E0105232	\$2,977.60
Caterpillar SNOW BLOWER SR118, 73" SSL S/N: SYB00277 YEAR: 2022 ID: E0105407	\$9,497.60
Caterpillar 83" Angle Broom Dry SSL S/N: BX805223 YEAR: 2022 ID: E0108688	\$9,022.40
Caterpillar 48" P Forks SSL S/N: A4218CC21602 YEAR: 2022 ID: E0109514	\$905.57

Notes		
	Before Tax Balance	\$84,016.45
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$84,016.45</b>

Western States Equipment	City Of Post Falls
Order Received by _____	Approved and Accepted by _____
Title Salesman _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

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



# SALES AGREEMENT

NO.: Q000316501-3

## EQUIPMENT DETAILS

---

5684729 249D3 COMPACT TRACK LOADER

5426995 SEAT BELT, 3"

5631163 CERTIFICATION ARR, P65

5124447 INSTRUCTIONS, ANSI, USA

5684499 RIDE CONTROL

5792412 BATTERY,HD,DISCONNECT, 850 CCA

4209750 COUNTERWEIGHT,MACHINE,EXTERNAL

4223445 FILM, RIDE CONTROL, ANSI

0P2266 SHIPPING/STORAGE PROTECTION

0P0223 PACKING, CONTAINER

1771990 BLADE, ANGLE, 84"

1771990 2134 MM (84 IN)

0P0096

0P0096

WT-SSL WT-SSL

3566082 REAR LIGHTS

5456277 DOOR, CAB, GLASS

5801439 INSTRUCTIONS, ENGLISH

5667115 PRODUCT LINK, CELLULAR PL243

5684695 CAB PACKAGE, PRO PLUS

5946292 HEATER, ENGINE BLOCK, 120V

4209886 TRACK,RUBBER,400MM(15.7 IN)BAR

6014753 HYDRAULIC OIL, STANDARD

0P9003 LANE 3 ORDER

0P0096 SKID STEER LOADER WORK TOOLS

0P0096 SKID STEER LOADER WORK TOOLS

WT-SSL WT-SSL

5464485 SNOW BLOWER, SR118

4485670 BROOM, HYDRAULIC ANG

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

**WESTERN STATES EQUIPMENT COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Salesman \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)**

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Post Falls			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 408 N Spokane St Attn: Town Supervisor Post Falls, ID 83854-7538				
EXTENDED WARRANTY COVERAGE New Warranty - 2 Yr / 2000 Hr Premier Warranty				
MODEL 249D3	PRODUCT DESCRIPTION 249D3 Skid Steer Loader	HOUR METER 0	SERIAL NUMBER WKD00135	DELIVERY DATE

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

OWNER/LESSEE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.



## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**



Caterpillar Inc.  
Peoria, Illinois 61629

Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

**Delivery Service Record**

**Comprobante Del Servicio de Entrega**

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	249D3	WKD00135	0		

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
84" Angle BLD SSL	SNOW BLOWER SR118, 73" SSL	83" Angle Broom Dry SSL	48" P Forks SSL
Serial No. N/S	Serial No. SYB00277	Serial No. BX805223	Serial No. A4218CC21602

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Post Falls

Dirección postal completa 408 N Spokane St Attn: Town Supervisor Post Falls, ID 83854-7538

Country / país USA

**Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed. El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.**

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user. Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user. Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine. Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed. Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03).

User's Signature / Firma del usuario \_\_\_\_\_ Dir. Rep. Signature / Firma del representante del distribuidor \_\_\_\_\_

**Delivery Checklist CONTINUED ON REVERSE SIDE**

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

**Lubrication and Maintenance.**

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

**Lista de Comprobación SIGUE AL DORSO**

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

**Lubricación y Conservación**

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



## DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

### FOR DEALER USE ONLY

Company : \_\_\_\_\_

Company UCID : \_\_\_\_\_

Company Name (print) : \_\_\_\_\_

Company Representative CWS ID : \_\_\_\_\_

Company Representative (print) : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Signature : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Date : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_

# New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Post Falls

Date : Monday, April 10, 2023

Account # : 6994500

Delivery Date : 4/10/2023

Western States Equipment Contact : Jeff.Shaw@wseco.com

## MACHINE INFORMATION

Machine Serial : WKD00135

Single 500 Hr. Service

Machine Model : 249D3 Skid Steer Loader

## CLIENT INFORMATION

Address (no P.O. box) : \_\_\_\_\_

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip : \_\_\_\_\_

Contact's Email : \_\_\_\_\_

## WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

## CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

## TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to [legal@wseco.com](mailto:legal@wseco.com). Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

\_\_\_\_\_  
Client Signature and Date

\_\_\_\_\_  
Western States Equipment Signature and Date

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 05/02/2023**

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**DATE:** 04/26/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Warren Wilson  
**SUBJECT:** Ordinance terminating the Center Point Urban Renewal District

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**ITEM AND RECOMMENDED ACTION:**

Staff recommends that the City Council adopt an ordinance formally closing the Center Point Urban Renewal District.

**DISCUSSION:**

The term of the Center Point Urban Renewal District expired at the end of 2022. State law requires that the City Council adopt an ordinance closing the District.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

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

N/A

**BUDGET CODE:**

N/A

RESOLUTION NO. 2023-01

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, MAKING FINDINGS CONCERNING THE REMAINING PROJECT OBLIGATIONS AND ESTIMATED COSTS OF THE CENTER POINT URBAN RENEWAL PLAN; ESTIMATING THE PROJECTED REVENUE FROM THE REVENUE ALLOCATION AREA AT TERMINATION OF THE PLAN PERIOD; RECOMMENDING TERMINATION OF SAID PLAN AND REVENUE ALLOCATION AREA; PROVIDING FOR SEVERABILITY, PREEMPTION AND PRECEDENCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the Post Falls City Council (the City) by Ordinance No. 1016 adopted on December 18, 2002 approved the Center Point Urban Renewal Plan (the Plan) as proposed by the Post Falls Urban Renewal Agency (the Agency), created the Center Point Urban Renewal Plan Area (the Plan Area) and approved the Center Point Revenue Allocation Area (the Revenue Allocation Area), which Plan, Plan Area, and Revenue Allocation Area were amended by Ordinance No. 1075 adopted on July 21, 2005.

WHEREAS, pursuant to Idaho Code Section 50-2903(5), the Agency adopted a Revenue Allocation Plan Budget for the Plan and corresponding Resolution No. 2022-04 on September 15, 2022 showing that the anticipated Agency revenues from revenue allocation financing would be insufficient to cover all estimated expenses related to the Plan by its termination date of December 18, 2022; and

WHEREAS, pursuant to Idaho Code § 50-2905(7) the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in an urban renewal plan.

NOW THEREFORE, BE IT RESOLVED BY THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. That the Agency makes the following findings:

- a. That the remaining financial obligation of the Plan is \$658,149.97.
- b. That the anticipated revenues from the property tax year 2022 and 2023 levies upon the increment value within the Revenue Allocation Area will be insufficient to cover the remaining obligation of \$658,149.97.
- c. That although the Revenue Allocation Area effectively terminated on December 18, 2022, the City should adopt an ordinance formally terminating the same.



Section 2. The Agency does hereby request that the City adopt an Ordinance terminating the Center Point Revenue Allocation Area and Center Point Urban Renewal Plan.

Section 3. This Resolution is hereby declared to be severable. Should any portion of this Resolution be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the Resolution before the declaration of partial invalidity. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Resolution, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding without the requirement of further action by the Agency, and any amendments to this Resolution as a result of such provision being preempted shall no longer be of any force or effect with respect to that provision.

Section 4. All Resolutions and parts of Resolutions in conflict with the provisions of this Resolution to the extent of such conflict are hereby repealed.

PASSED by the Post Falls Urban Renewal Agency and effective this 16th day of March, 2023.

A handwritten signature in black ink, appearing to read "Jerry Baltzell", is written over a horizontal line.

Jerry Baltzell, Chairman  
Post Falls Urban Renewal Agency

**ORDINANCE NO.** [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; RECITING A BRIEF HISTORY OF THE CENTER POINT URBAN RENEWAL PLAN APPROVED PURSUANT TO POST FALLS ORDINANCE 1016; DIRECTING TERMINATION OF THE CENTER POINT URBAN RENEWAL REVENUE ALLOCATION AREA ESTABLISHED PURSUANT TO POST FALLS ORDINANCE 1016; AUTHORIZING CITY STAFF TO TAKE ALL STEPS TO IMPLEMENT THIS ORDINANCE; PROVIDE FOR REPEAL OF CONFLICTING ORDINANCE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City Council did establish the Center Point Urban Renewal Plan and its attendant Revenue Allocation Area by enactment of Post Falls Ordinance 1016 on December 18, 2002; and

**WHEREAS**, the Center Point Urban Renewal Plan and Area was amended by Ordinance 1075 on July 21, 2005; and

**WHEREAS**, the Post Falls Urban Renewal Agency did undertake implementation of the improvements planned within the approved Center Point Urban Renewal Plan; and

**WHEREAS**, the Post Falls Urban Renewal Agency did incur certain fiscal obligations in the course of implementing said Plan; and

**WHEREAS**, despite their being insufficient revenues in the Revenue Allocation Area to fully repay all project costs incurred within the Area, the Owner Participation Agreements for those projects only obligated the Agency to repay such costs until the termination date for the Revenue Allocation Area, as such the anticipated 2022 increment within the Revenue Allocation Area will be sufficient to retire all outstanding legal obligations; and

**WHEREAS**, Idaho Code §50-2903(5) provides that an urban renewal agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the state tax

commission and recommending the adoption of an ordinance for termination of the revenue allocation area by December 31 of the current year and declaring a surplus to be distributed as described in section 50-2909, Idaho Code, should a surplus be determined to exist; and

**WHEREAS**, the Post Falls Urban Renewal Agency has adopted such a resolution (No. 2023 – 01) and has transmitted the same to the Post Falls City Council.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Post Falls as follows:

**SECTION 1.** Consistent with Resolution No. 2023-01 of the Post Falls Urban Renewal Agency, the Revenue Allocation Area established by Post Falls Ordinance 1016 is hereby terminated effective upon the passage of this ordinance.

**SECTION 2.** Effective upon the satisfaction of all obligations of the Center Point Revenue Allocation Plan, the remaining revenue allocation funds that are not needed to meet agency obligations should be distributed to affected taxing districts consistent with the provisions of Idaho law.

**SECTION 3.** The administrative staff of the City of Post Falls is hereby authorized and directed to take such action as may be necessary to implement the provisions of this ordinance and related provisions of state law.

**SECTION 4.** All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences,

subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 6.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

*PASSED under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on \_\_\_\_\_, \_\_\_\_ 2023.*

APPROVED, ADOPTED and SIGNED this            day of May, 2023.

\_\_\_\_\_  
Ronald G. Jacobson, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Howard, City Clerk

**SUMMARY OF POST FALLS ORDINANCE NO. [Category]**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; RECITING A BRIEF HISTORY OF THE CENTER POINT URBAN RENEWAL PLAN APPROVED PURSUANT TO POST FALLS ORDINANCE 1016; DIRECTING TERMINATION OF THE CENTER POINT URBAN RENEWAL REVENUE ALLOCATION AREA ESTABLISHED PURSUANT TO POST FALLS ORDINANCE 1016; AUTHORIZING CITY STAFF TO TAKE ALL STEPS TO IMPLEMENT THIS ORDINANCE; PROVIDE FOR REPEAL OF CONFLICTING ORDINANCE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which terminates the Center Point Urban Renewal Allocation Area effective upon the passage of this ordinance; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this \_\_\_\_ day of April, 2023.

\_\_\_\_\_  
/s/  
Shannon Howard, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which terminates the Center Point Urban Renewal Allocation Area effective upon the passage of this ordinance, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this \_\_\_\_ day of May, 2023.

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Warren J. Wilson, City Attorney

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 05/02/2023**

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**DATE:** 04/26/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Warren Wilson  
**SUBJECT:** Ordinance Terminating East Post Falls Urban Renewal District

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**ITEM AND RECOMMENDED ACTION:**

Staff recommends that the City Council adopt an ordinance formally terminating the East Post Falls Urban Renewal District

**DISCUSSION:**

The term of the East Post Falls Urban Renewal District expired at the end of 2022. State law requires that the City Council adopt an ordinance formally closing the district.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

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

N/A

**BUDGET CODE:**

N/A



RESOLUTION NO. 2023-02

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, MAKING FINDINGS CONCERNING THE REMAINING PROJECT OBLIGATIONS AND ESTIMATED COSTS OF THE EAST POST FALLS URBAN RENEWAL PLAN; ESTIMATING THE PROJECTED REVENUE FROM THE REVENUE ALLOCATION AREA AT TERMINATION OF THE PLAN PERIOD; RECOMMENDING TERMINATION OF SAID PLAN AND REVENUE ALLOCATION AREA; PROVIDING FOR SEVERABILITY, PREEMPTION AND PRECEDENCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the Post Falls City Council (the City) by Ordinance No. 1017 adopted on December 18, 2002 approved the East Post Falls Urban Renewal Plan (the Plan) as proposed by the Post Falls Urban Renewal Agency (the Agency), created the East Post Falls Urban Renewal Plan Area (the Plan Area) and approved the East Post Falls Revenue Allocation Area (the Revenue Allocation Area), which Plan, Plan Area, and Revenue Allocation Area were amended by Ordinance No. 1093 adopted on December 20, 2005, Ordinance 1242 adopted on January 15, 2013 and Ordinance No. 1258 adopted on February 4, 2014.

WHEREAS, pursuant to Idaho Code Section 50-2903(5), the Agency adopted a Revenue Allocation Plan Budget for the Plan and corresponding Resolution No. 2022-03 on September 15, 2022 showing that the anticipated Agency revenues from revenue allocation financing would be sufficient to cover expenses in the South/Central Subdistrict, but insufficient to cover expenses in the North Subdistrict related to the Tullamore and Tullamore Commons II projects by the Plan termination date of December 31, 2022; and

WHEREAS, pursuant to Idaho Code § 50-2905(7) the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in an urban renewal plan.

NOW THEREFORE, BE IT RESOLVED BY THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. That the Agency makes the following findings:

- a. That the remaining financial obligation of the Plan is \$1,280,996.59 (\$0.00 in the South/Central Subdistrict; \$1,155,276.14 in the North Subdistrict-Tullamore; \$125,720.45 in the North Subdistrict-Tullamore Commons II).
- b. That the anticipated revenues from the property tax year 2022 and 2023 levies upon the increment value within the Revenue Allocation Area will be sufficient to cover expenses in the South/Central Subdistrict, but insufficient

to cover expenses in the North Subdistrict related to the Tullamore and Tullamore Commons II projects.

c. That the levies described above will constitute an additional surplus in the South/Central Subdistrict that should be rebated to the taxing districts pursuant to Idaho Code § 50-2909(4).


d. That although the Revenue Allocation Area effectively terminated on December 31, 2022, the City should adopt an ordinance formally terminating the same.

Section 2. The Agency does hereby request that the City adopt an Ordinance terminating the East Post Falls Revenue Allocation Area and East Post Falls Urban Renewal Plan.

Section 3. This Resolution is hereby declared to be severable. Should any portion of this Resolution be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the Resolution before the declaration of partial invalidity. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Resolution, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding without the requirement of further action by the Agency, and any amendments to this Resolution as a result of such provision being preempted shall no longer be of any force or effect with respect to that provision.

Section 4. All Resolutions and parts of Resolutions in conflict with the provisions of this Resolution to the extent of such conflict are hereby repealed.

PASSED by the Post Falls Urban Renewal Agency and effective this 16th day of March, 2023.

  
\_\_\_\_\_  
Jerry Baltzell, Chairman  
Post Falls Urban Renewal Agency

**ORDINANCE NO.** [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; RECITING A BRIEF HISTORY OF THE EAST POST FALLS URBAN RENEWAL PLAN APPROVED PURSUANT TO POST FALLS ORDINANCE 1017; DIRECTING TERMINATION OF THE EAST POST FALLS URBAN RENEWAL REVENUE ALLOCATION AREA ESTABLISHED PURSUANT TO POST FALLS ORDINANCE 1017; AUTHORIZING CITY STAFF TO TAKE ALL STEPS TO IMPLEMENT THIS ORDINANCE; PROVIDE FOR REPEAL OF CONFLICTING ORDINANCE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City Council did establish the East Post Falls Urban Renewal Plan and its attendant Revenue Allocation Area by enactment of Post Falls Ordinance 1017 on December 18, 2002; and

**WHEREAS**, the East Post Falls Urban Renewal Plan and Area were amended by Ordinance 1093 on December 20, 2005, Ordinance 1242 adopted on January 15, 2013, and by Ordinance 1258 adopted on February 4, 2014; and

**WHEREAS**, the Post Falls Urban Renewal Agency did undertake implementation of the improvements planned within the approved East Post Falls Urban Renewal Plan; and

**WHEREAS**, the Post Falls Urban Renewal Agency did incur certain fiscal obligations in the course of implementing said Plan; and

**WHEREAS**, despite their being insufficient revenues in the North Subdistrict of the Revenue Allocation Area to fully repay the Tullamore and Tullamore Commons II project costs, the Owner Participation Agreements for those projects only obligated the Agency to repay such costs until the termination date for the Revenue Allocation Area, as such the anticipated 2022 increment within the Revenue Allocation Area will be sufficient to retire all outstanding legal obligations; and

**WHEREAS**, Idaho Code §50-2903(5) provides that an urban renewal agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the state tax commission and recommending the adoption of an ordinance for termination of the revenue allocation area by December 31 of the current year and declaring a surplus to be distributed as described in section 50-2909, Idaho Code, should a surplus be determined to exist; and

**WHEREAS**, the Post Falls Urban Renewal Agency has adopted such a resolution (No. 2023 – 02) and has transmitted the same to the Post Falls City Council.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Post Falls as follows:

**SECTION 1.** Consistent with Resolution No. 2023-02 of the Post Falls Urban Renewal Agency, the Revenue Allocation Area established by Post Falls Ordinance 1011 is hereby terminated effective upon the passage of this ordinance.

**SECTION 2.** Effective upon the satisfaction of all obligations of the East Post Falls Revenue Allocation Plan, the remaining revenue allocation funds that are not needed to meet agency obligations should be distributed to affected taxing districts consistent with the provisions of Idaho law.

**SECTION 3.** The administrative staff of the City of Post Falls is hereby authorized and directed to take such action as may be necessary to implement the provisions of this ordinance and related provisions of state law.

**SECTION 4.** All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or

inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 6.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

*PASSED under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on \_\_\_\_\_, \_\_\_\_ 2023.*

APPROVED, ADOPTED and SIGNED this                    day of May, 2023.

\_\_\_\_\_  
Ronald G. Jacobson, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Howard, City Clerk

**SUMMARY OF POST FALLS ORDINANCE NO. [Category]**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; RECITING A BRIEF HISTORY OF THE EAST POST FALLS URBAN RENEWAL PLAN APPROVED PURSUANT TO POST FALLS ORDINANCE 1017; DIRECTING TERMINATION OF THE EAST POST FALLS URBAN RENEWAL REVENUE ALLOCATION AREA ESTABLISHED PURSUANT TO POST FALLS ORDINANCE 1017; AUTHORIZING CITY STAFF TO TAKE ALL STEPS TO IMPLEMENT THIS ORDINANCE; PROVIDE FOR REPEAL OF CONFLICTING ORDINANCE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which terminates the East Post Falls Urban Renewal Allocation Area effective upon the passage of this ordinance; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this \_\_\_\_ day of April, 2023.

/s/

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Shannon Howard, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which terminates the East Post Falls Urban Renewal Allocation Area effective upon the passage of this ordinance, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this \_\_\_\_ day of May, 2023.

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Warren J. Wilson, City Attorney