



Twin Falls City Council Agenda

Monday, August 30, 2021, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Suzanne Hawkins, Craig Hawkins, Nikki Boyd, Shawn Barigar, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve Accounts Payable for August 19-25, 2021.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve August 23, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for July 2021.
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request approval of the Findings of Fact and Conclusions of Law for the Canyon Village No. 3 Subdivision Final Plat.
By: Jonathan Spendlove, Planning & Zoning Director
 - e) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **Sun West Subdivision No. 2.**
By: Josh Baird, City Engineer
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request to approve the resolution declaring sole source for Avtec, LLC. - radio hardware - 2021.
By: Mitch Humble, Deputy City Manager
 - b) **ACTION ITEM:** Request to approve the Avtec Scout hardware and software upgrade and installation for a total cost of \$78,840.
By: Mitch Humble, Deputy City Manager
 - c) **ACTION ITEM:** A request to approve the purchase of real property located in the Snake River Canyon, approximately 3,300 feet northwest of the City's waste water treatment plant.
By: Mitch Humble, Deputy City Manager
- 6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

- a) **ACTION ITEM:** ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - Wait to be recognized by the Mayor or Chairman
 - Approach the microphone/podium
 - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
 3. A City Staff Report shall summarize the application and history of the request.
 4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
 5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
 6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
 7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
 8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
 10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.



Twin Falls City Council Minutes

Monday, August 23, 2021, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar (by Phone), Craig Hawkins, Greg Lanting, Christopher Reid (by Phone) & Nikki Boyd.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, CFO Breanna Howard, Budget Coordinator Mat Farnes, P&Z Director Jonathan Spendlove, City Planner Lisa Strickland, Captain Brent Wright, Assistant City Engineer Troy Vitek, Police Chief Craig Kingsbury, Captain Matt Hicks, Officer J.P. O'Donnell, Code Enforcement Director Sean Stanley, Public Works Director Jon Canton, City Engineer Josh Baird, Network Administrator Mike Plane, Communications Center Manager Tami Laude, Public Information Coordinator Josh Palmer, P& R Director Wendy Davis, Human Resource Director Gretchen Scott, Finance Administrative Assistant Amy Luna.

Mayor Hawkins called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Hawkins invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- a) Request to approve August 09, 2021, City Council Minutes.
- b) Request to approve August 16, 2021, City Council Minutes.
- c) Request to approve Accounts Payable for August 12-18, 2021.
- d) Request for approval of the Final Plat for the Canyon Village Subdivision No.3, a PUD c/o EHM Engineers Inc. on behalf of Kent Taylor/Canyon Village Plaza, LLC. (PZ21-0135)
- e) Request to hold the Rim 2 Rim event.
- f) Consider a recommendation from the Parks and Recreation Commission to name the Auger Falls skills park the "Viki Le Fevre Mountain Bike Skills Park".
- g) Request to approve the Parks in Lieu contribution for Breckenridge Subdivision #1, a ZDA. (PZ21-0097)

5) ITEMS OF CONSIDERATION

- a) Request to confirm the reappointment of Camille Barigar to the Public Art Commission.

Mayor Hawkins requested to confirm the reappointment of Camille Barigar to the Public Art Commission.

Council Member Barigar recused himself as Camille is his wife.

Discussion ensued on the following: None.

MOTION: Council Member Lanting moved to confirm the reappointment of Camille Barigar to the Public Art Commission. **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0 with 1 abstention.

- b) Request for a Non-Conforming Building Expansion Waiver to allow for an expansion on property located at 343 Martin Street c/o John Kurt Smalley (PZ21-0123)
P&Z Director Spendlove requested a Non-Conforming Building Expansion Waiver to allow for an expansion on property located at 343 Martin Street c/o John Kurt Smalley (PZ21-0123)

Discussion ensued on the following: None.

MOTION: **Vice Mayor Pierce** moved to approve the request for a Non-Conforming Building Expansion Waiver to allow for an expansion on property located at 343 Martin Street c/o John Kurt Smalley (PZ21-0123). **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- c) Request for declaring sole source resolution for Axon Enterprise, Inc. for Body Worn Cameras. The five-year contract renewal total is \$484,320.
Captain Hicks requested the sole source resolution for Axon Enterprise, Inc. for Body Worn Cameras. The five-year contract renewal total is \$484,320.00

Discussion ensued on the following:

Council Member Hawkins: Asked about maintenance and how the camera's held up over the past five years.

Mayor Hawkins: Spoke in support of body-worn cameras.

MOTION: **Council Member Hawkins** moved to approve the sole source *Resolution #2021-012* for Axon Enterprise, Inc. for Body-Worn Cameras for \$484,320.00 and authorize the mayor to sign the agreement. **Council Member Barigar** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) Request to Award a Contract to Merit Professional Coatings for the Wastewater Treatment Plant Digester Lining Replacement Project
Assistant City Engineer Vitek requested to award a contract to Merit Professional Coatings for the Wastewater Treatment Plant Digester Lining Replacement Project.

Discussion ensued on the following:

Mayor Hawkins: Thanked staff for the clarification on the price difference.

MOTION: **Vice Mayor Pierce** moved to approve the request to award a contract to Merit Professional Coatings for the Wastewater Treatment Plant Digester Lining Replacement Project, for \$379,766. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- e) Request to present the Twin Falls Police Department's 2020 annual report to the City Council and discuss ongoing projects.
Police Chief Kingsbury presented the Twin Falls Police Department's 2020 annual report and discussed ongoing projects.

Discussion ensued on the following:

Mayor Hawkins: Asked about what types of calls are tracked.

Vice Mayor Pierce: Asked what the spit hood technique is.

Mayor Hawkins: Asked about the 9 Narcan deployments.

Council Member Boyd: Commented on an experience that she had with an officer from the Police Officer.

Mayor Hawkins: Spoke about the youth council and them working to be officers.

Council Member Barigar: Thanked the Police Department for their service.

Council Member Reid: Expressed his thanks as well.

6) GENERAL PUBLIC INPUT

Citizen Tom Tucker spoke to the Council regarding the Canyon Spring Grade Road and the speed of vehicles going up and down the grade.

Citizen Larry Roberts spoke to the Council regarding the speed of the road and asked that the speed limit be enforced. Concerned for the walkers and cyclers that use the road.

Mayor Hawkins thanked the citizens for their comments.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins complemented the city staff on the retirement ceremony for Ron Aguirre.

8) PUBLIC HEARINGS

- a) A public hearing on the use of \$251,803 of Foregone Revenue in the 2021-2022 Fiscal Year (FY 2022), beginning on October 1, 2021, and ending on September 30, 2022.

ACTION ITEM: Adoption of a Resolution of the City Council for the City of Twin Falls including \$251,803 of Foregone Revenue in the 2021-2022 Fiscal Year (FY 2022), beginning on October 1, 2021, and ending on September 30, 2022.

City Manager Rottweiler conducted a public hearing on the use of \$251,803 of Foregone Revenue in the 2021-2022 Fiscal Year, beginning on October 1, 2021, and ending on September 30, 2022. & Requested the adoption of *Resolution 2021-013* of the City Council for the City of Twin Falls including \$251,803 of Foregone Revenue in the 2021-2022 Fiscal Year (FY 2022), beginning on October 1, 2021, and ending on September 30, 2022.

Discussion ensued on the following:

Council Member Barigar: The diligence of the staff, council, and city manager's office

Council Member Reid: Thanked everyone for their efforts.

Council Member Lanting: Talked about House Bill 389. What is the amount that was lost? Hopes that it will change. Thanked the staff for their exceptional work.

Council Member Hawkins: With the rate of inflation constantly rising, are we still comfortable with the budget as it stands?

Mayor Hawkins: Spoke about the staff's work.

Vice Mayor Pierce: Spoke in favor of our team and budget.

Mayor Hawkins: Asked for a definition of the forgone balance.

Public Hearing Opened: 6:27 pm.

Public Hearing Closed: 6:28 pm.

MOTION: **Council Member Lanting** moved to approve the adoption of *Resolution #2021- 013* of the City Council for the City of Twin Falls including \$251,803 of Foregone Revenue in the 2021-2022 Fiscal Year (FY 2022), beginning on October 1, 2021, and ending on September 30, 2022. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) A public hearing on the FY 2021 Budget for the City of Twin Falls, Idaho.

ACTION ITEM: Adoption of the Appropriations Ordinance for City of Twin Falls for the 2021- 2022 Fiscal Year (FY 2022), beginning on October 1, 2021, and ending on September 30, 2022.

City Manager Rothweiler requested the adoption of the Appropriations *Ordinance #O-2021- 015* for the City of Twin Falls for the 2021-2022 Fiscal Year, beginning on October 1, 2021, and ending on September 30, 2022.

Public Hearing Opened: 6:29 pm

Citizen John Kapilaris spoke about pedestrian bridges and said that they are economical and would like to have a citizens' committee if it cannot be included in a future budget.

Public Hearing Closed: 6:32 pm

Discussion ensued on the following: None.

MOTION: Council Member Lanting made a motion to suspend the rules and place Ordinance #O-2021-015 on third and final reading by title only under suspension of the rules. **Council Member Barigar** seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Mayor Hawkins read Ordinance #O-2021-015 by title only.

MOTION: Vice Mayor Pierce moved to approve Ordinance #O-2021-015 Appropriations for the City of Twin Falls for the 2021-2022 Fiscal Year, beginning on October 1, 2021, and ending on September 30, 2022. **Council Member Lanting** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

9) ADJOURNMENT

The meeting adjourned at 06:41 PM.

Amy Luna, Finance Administrative Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat</u> Application,	)	FINDINGS OF FACT,
	)	
<u>Canyon Village No. 3 Subdivision</u>	)	CONCLUSIONS OF LAW,
Applicant(s).	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on Monday, August 23, 2021 for consideration of the final plat of the Canyon Village No. 3 Subdivision, approximately 9.12 (+/-) acres to develop eight (8) commercial lots located in the 2000-2100 E block of Pole Line Road East, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Canyon Village No. 3 Subdivision, approximately 9.12 (+/-) acres to develop eight (8) commercial lots located in the 2000-2100 E block of Pole Line Road East.
2. The property in question is zoned C-1 CRO PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Undeveloped/Pole Line Road East; to the south, Residential; to the east, Residential/Eastland Drive North/The Preserve PUD; to the west, Commercial/Undeveloped/Mountain View Drive.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Canyon Village No. 3 Subdivision, approximately 9.12 (+/-) acres to develop eight (8) commercial lots located in the 2000-2100 E block of Pole Line Road East is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Canyon Village No. 3 Subdivision, approximately 9.12 (+/-) acres to develop eight (8) commercial lots located in the 2000-2100 E block of Pole Line Road East is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and

incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to final technical review by the City Building, Engineering, Fire and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.



Date: Monday, August 30, 2021
To: Honorable Mayor and City Council
From: Josh Baird, City Engineer

ACTION ITEM

Request:

Request to accept the Improvement Agreement for the purpose of developing **Sun West Subdivision No. 2.**

Time Estimate:

N/A

Background:

Prior to development, an Improvement Agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the City, the lots can be sold.

Budget Impact:

There is no significant budget impact associated with the Council's approval of this request.

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop the property.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

Attachments:

1. Improvement Agreement-Sun West Subdivision No 2

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of _____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and _____ BCM&W FLP by: BCM&W LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Sun West Subdivision No. 2.

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in the Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

WHEREAS, Developer desires to develop said real property for the following purposes: Commercial Development.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

W I T N E S S E T H

That for and in consideration of the mutual promises, conditions, and covenants contained herein the parties agree as follows:

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, pressure irrigation lines, storm drainage lines, sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Storm water facilities will be maintained in an easement, if there exists a safety hazard the City has an entitlement to maintain. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length – The minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.
 5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.
- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
 3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, licensed by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- f. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- g. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved Mylar sheets and an electronic media copy

of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

- h. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement confirmation testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter identifying lots and blocks associated with construction phase to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the Idaho Transportation Department (ITD) prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Transportation Master Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

VIII.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water, sewer lines, or pressure irrigation the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been accepted by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project. The Developer shall submit a Right-of-Way permit and Traffic Control Plan to be approved by the City of Twin Falls prior to any road or sidewalk closures.

XI.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.
- (4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).

- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the

fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.

- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (4") high.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

STORM DRAINAGE SYSTEM

(a) Required Improvements

(1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.

(2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer.

(3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.

(4) All retention areas are to be on private property or tracts.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) The City will inspect all dry wells for geometry and materials. With prior written approval from the City Engineer other individuals may be authorized to inspect the work. Rock will be submitted for approval prior to placement in dry wells. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

(1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public

property. Irrigation facilities outside an established City irrigation district shall be constructed in an easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition. Fences will not be located on top of irrigation facilities.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigation water mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared or found in the current Pressurized Irrigation master plan.
- (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the

City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.

- (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
 - (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.
 - (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
 - (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
 - (c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

- a) Required Improvements

- b) City Costs

- (1) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XV.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer
Gerald Martens

Le Mol

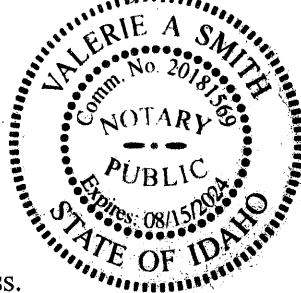
STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 21st day of July, 2021, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald Martens, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)



Notary Public for Idaho
Residing *THIN FALLS*
Exp: *8.15.2024*

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the

person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing _____

PARTNERSHIP

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of _____, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing _____

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:
Sun West Subdivision No. 2

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

 City Clerk

 Mayor

 Developer
 Gerald Martens

STATE OF IDAHO)
)ss.
 County of Twin Falls)

On this 21st day of July, 20 21, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald Martens, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



 Notary Public for Idaho
 Residing TWIN FALLS
 EXP : 8-15-2024



Date: Monday, August 30, 2021
To: Honorable Mayor and City Council
From: Kathy Markus, Information Services

ACTION ITEM

Request:

Request to approve the resolution declaring sole source for Avtec, LLC. - radio hardware - 2021.

Time Estimate:

5 Minutes

Background:

The City of Twin Falls Communications Center uses Avtec Scout Consoles. The City's radio dispatch console software requires the use of the Avtec, LLC hardware. Approving the resolution declaring the sole source for the Avtec, LLC. radio hardware will allow the upgrade of the equipment after the publication in the Time-News.

Approval Process:

This item requires majority vote of the City Council.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The existing critical dispatch equipment is provided by Avtec and this resolution will allow for future upgrades.

Attachments:

1. Resolution Declaring Sole Source for Avtec LLC - Radio Hardware - 2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING AVTEC, LLC A SOLE SOURCE SUPPLIER FOR RADIO DISPATCH CONSOLE HARDWARE SPECIFIC TO THE CITY'S RADIO DISPATCH CONSOLE SOFTWARE.

WHEREAS, Idaho Code §67-2808(2)(a)(ii) permits sole source expenditures where the compatibility of equipment, components, or service is the paramount consideration; and,

WHEREAS, the City's radio dispatch console software requires the use of Avtec, LLC hardware.

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

Section 1: The Twin Falls City Council hereby declares that Avtec, LLC shall be the sole source supplier of radio dispatch console hardware necessary for operating the City's radio dispatch console software.

Section 2: That notice of sole source procurement shall be published in the Times-News at least fourteen (14) calendar days prior to the award of the contract.

PASSED BY THE CITY COUNCIL: _____, 2021.

SIGNED BY THE MAYOR: _____, 2021.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: Monday, August 30, 2021
To: Honorable Mayor and City Council
From: Kathy Markus, Information Services

ACTION ITEM

Request:

Request to approve the Avtec Scout hardware and software upgrade and installation for a total cost of \$78,840.

Time Estimate:

10 Minutes

Background:

The City of Twin Falls Communications Center has been using the Avtec Scout Consoles for over 5 years. This equipment is used to enable the dispatchers to communicate with the Public Safety employees via radio from their workstations in the dispatch center. The Avtec Windows 7 consoles are due for a refresh. The proposed refresh would upgrade the console Operating System to Windows 10, upgrade the devices to the Scout EX Hardware Media Workstations, provide upgraded accessories, and installation. The upgrade will be performed by an Avtec employee with the assistance of the IT Network Administrator at the Communications Center. Both individuals will be on-site.

Approval Process:

This item requires council approval by majority vote.

Budget Impact:

The funds for this project are from Cares dollars and the total amount is \$78,840.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The Avtec consoles are critical for communication with public safety officers. Keeping the systems current will help ensure uninterrupted communication.

Attachments:

1. 2021-10069.1-Twin Falls - HMW to EX Upgrade



100 Innovation Place
Lexington, SC 29072, USA
1-800-310-7045, x3605
1-803-358-3605
IS@avtecinc.com

Purchasing Contact

Name: Kathy Markus
Account: Twin Falls ID Police Department
Address: 356 3rd Ave East
City, State: Twin Falls, ID 83301
Phone: (208) 735-7222
Email: kmarkus@tfid.org
Project Name: Twin Falls - HMW to EX Upgrade
Requested Install Date:

Quote Number: Q-10069
Quote Date: 8/25/2021 2:13 PM
Quote Valid Through: 11/25/2021
Prepared By: David Bremson

CONSOLE (OPERATOR) POSITION HARDWARE/SOFTWARE

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
1	5.00	SFW-SCOUT-HW-UPG	Scout EX upgrade for ScoutCare customers with Hardware Media Workstations (HMWS), upgrade includes two Avtec USB Speakers. Customer responsible for decommissioning HMWS units. Customer required to provide a list of decommissioned HMWS serial numbers to Avtec.	\$6,895.00	\$34,475.00
2	5.00	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above. HP Z2 G5 Mini - 4 USB ports *PC has 4 USB ports, consider ordering a 10 port USB hub with PC order*	\$1,825.00	\$9,125.00
3	10.00	ACCUSB-HJB-NENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.9 or later running Software Media Workstation.	\$865.00	\$8,650.00
4	5.00	ACCUSB-FSW-SING	USB PTT Footswitch Accessory, Software Media Workstation	\$301.00	\$1,505.00
5	5.00	ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation	\$617.00	\$3,085.00
6	15.00	ACCUSB-SPK-1	Avtec USB Single Speaker Kit, Scout Software Media Workstation	\$435.00	\$6,525.00
7	5.00	ACCUSB-HUB10	10 Port USB Hub, USB3.0	\$75.00	\$375.00
8	5.00	ACCUSB-RELAY	USB Relay Kit, 4 each Form C Relays, Software Media Workstation	\$460.00	\$2,300.00
			Subtotal		\$66,040.00

Console Equipment, Software, & Licensing Total:	\$66,040.00
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Avtec products include a 12-month warranty. The warranty covers hardware repairs, software defect fixes, and includes the ScoutCare program of Software Maintenance, Business hours remote support, 24x7 emergency support, and Technical Training. After the warranty period, Customer may renew ScoutCare and as an additional add-on ScoutCare HW.

ScoutCare covers software maintenance, support services, and training. ScoutCare HW is a separate maintenance plan that provides no cost repairs on Avtec equipment and is only available if the software maintenance plan is purchased. Any ScoutCare coverage contracted at time of System purchase will guarantee no increase in price for the years covered. If ScoutCare coverage lapses, renewal requires a reinstatement fee.

SHIPPING, HANDLING, AND INSURANCE

Item #	Description	Price Each (USD)	Extended Price (USD)
13	SHIPPING, HANDLING, AND INSURANCE	Pre-Pay & Add	Pre-Pay & Add

PROFESSIONAL SERVICES AND EXPENSES

Item #	Qty	Service Type	Unit Price (USD)	Net Price (USD)
9	1.00	AIRFARE	\$1,555.00	\$1,555.00
10	6.00	SVC-CSLT-PE	\$1,250.00	\$7,500.00
11	1.00	SVC-CSLT-PM	\$1,555.00	\$1,555.00
12	6.00	SVC-PERDIEM	\$365.00	\$2,190.00

Shipping and Professional Services Subtotal:			\$12,800.00
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Grand Total:			\$78,840.00
Prices shown in USD. Taxes Not Included			

Commercially reasonable efforts have been made to determine end user functionality and exact configuration requirements. Customer is responsible for reviewing and validating configuration. Change orders will be processed for additional out-of-scope material and labor, or other required deviations from quotation.

Notes

Customer responsible for decommissioning HMWS units. Customer required to provide a list of decommissioned HMWS serial numbers to Avtec.

Reference Sales Order #s 27167 & 28894

QUOTE TERMS AND CONDITIONS

Terms and Conditions of Offer

- This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- Final Acceptance of Sales Orders by Avtec, LLC. are subject to approved credit.
- Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions and supersede any conflicting terms listed here.
- NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site of performance.
- For any quotations specifying "Prepaid & Add" (PPD&ADD), Avtec pays the transportation charges and adds the charges to the invoice for reimbursement from the Customer.
- Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars (USD) by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without prior express written authorization of Avtec.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on the existing System. Contact Sales for additional information.

Taxes, Credit, Warranty, ScoutCare Pricing, and Returns

- **All sales/use taxes and duties are the responsibility of the customer. Quoted prices are exclusive of sales and use taxes.**
- Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for Customer's convenience in the following states: CA, FL, KY, LA, MN, MO, , OK, SC, TX, VT, and WA, unless a valid exemption certificate is provided in a timely fashion.
- Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to work with Avtec to define method of tax and duty representation on the quote.
- If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have been received in full.
- Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. ScoutCare starts at system acceptance when Avtec performs implementation services, or 90 days after shipment if customer performs implementation services. See warranty terms for more details.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on an existing system. Contact Sales for additional information.
- ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original system purchase. The cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- Hardware returned for reasons other than defects incur a 25% restocking fee. Returned items must be in unused condition and in original packaging. Customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.

Notes and Design Assumptions

Customer accepts responsibility to procure, configure, install, terminate and test all networking infrastructure and cabling, meeting the supplied Scout specifications, unless otherwise stated in the Scope of Work.

Notice: This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required. Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. Visit www.avtecinc.com/scout/integration for more information.

**Twin Falls ID Police Department
STATEMENT OF WORK**

This Statement of Work (the "SOW") is effective as of the date of the last signature hereto (the "Effective Date"), and is entered into by and between Avtec, LLC. ("Avtec") and Twin Falls ID Police Department ("Customer"), pursuant to Proposal Q-10069 entered into by and between Avtec and Customer on ("Agreement"), all terms of which are hereby incorporated herein by reference. Avtec and Customer may be referred to individually as "Party" and collectively as the "Parties."

1. Avtec Project Name: Twin Falls - HMW to EX Upgrade.

2. Description of Services

Avtec shall provide equipment, software, licensing and services to install a Scout dispatch console system in accordance with the Sales Quotation. Services to include project management, system staging, equipment installation, testing, cutover, optimization, and operator training. A table defining which Party has responsibility for various aspects of the Project is attached hereto as **Exhibit A (Products and Services)**.

3. Payment and Milestones

The Products and Services will be provided on a Fixed Price basis in accordance with the Sales Quotation. Avtec shall submit single line invoices to Customer that contain the full Product cost, shipping and applicable sales/use tax pursuant to the terms of this SOW. The total price, not including taxes, is \$78,840.00. The total price shall be invoiced to Customer in accordance with the following milestones:

PROJECT MILESTONES	Fee (US\$)
(100% of Hardware, Software, Licensing, and Shipping) Upon shipment of equipment to the "Ship To" location identified on the Purchase Order Net 30 days from invoice date.	\$66,040.00
(Professional Services) Upon System Acceptance Net 30 days from invoice date.	\$12,800.00
TOTAL	\$78,840.00

1. PO must reference these milestone payments to be accepted by Avtec.
2. If Customer does not issue purchase orders within its ordinary course of business, signing this SOW authorizes Avtec to begin work as outlined in the Sales Quotation and in this SOW. Customer represents and warrants that the total contract amount has been approved and appropriated for this project by its respective trustees, directors, and/or officers.

4. Performance Period

The term of the SOW shall commence on the Effective Date and end concurrently with system Acceptance.

5. Location of Services

Avtec will perform Services at both its factory and Customer's designated work site(s) as necessary to complete Services.

6. System Acceptance Process

"System Acceptance" means the date Customer issues a Certificate of Acceptance to Avtec pursuant to Section 7 of this SOW.

- (1) Evaluation by Customer. Upon delivery and installation of the Products, Customer and Avtec will jointly execute the test procedures outlined in the Acceptance Test Plan. Customer will make a determination as to whether the Products are in accordance with the applicable specifications of this SOW, and will deliver to Avtec a Certificate of System Acceptance (Exhibit C) or a written rejection. Issuance by Customer of its written acceptance of the Products will be deemed a final acceptance of the Products. Any notice of rejection must set forth in reasonable detail the basis for the rejection. In the event of a notice of rejection, Avtec will commence to modify, replace, or correct such non-conformity so that the acceptance criteria are satisfied in accordance to the Acceptance Test Plan.
- (2) Acceptance. Acceptance of the Product or the system shall be deemed to occur on the earlier of (i) the date on which Customer provides written acceptance to Avtec, or (ii) the date which is 30 days from the date of completion of the applicable Milestone, or (iii) Customer continues to use the Products in live production for a period of Thirty (30) days without issuing a Certificate of System Acceptance to Avtec. The Products will be deemed finally accepted and full payment of any outstanding monies owed must be paid in accordance with this SOW.
- (3) Warranty Period. The one (1) year warranty period starts on the first day after Cutover or the same day Customer uses the console system for normal dispatch operations, whichever comes first. Default language. OR
The one (1) year warranty period starts upon system acceptance.
- (4) Technical Support Upon Acceptance. Avtec has agreed to provide 1 year of ScoutCare software maintenance which starts upon Customer's signing of the Certificate of System Acceptance. Prior to written system acceptance, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its specifications. Customer is not entitled to bug fixes, patches, software updates, enhancements, new versions or releases until after written system acceptance and full payment of the total price stated in Section 3 of this SOW.

7. Acceptance Test Plan

Initials _____ / _____

Upon completion of the Scout system installation, a visual inspection of the installation and an Acceptance test will be performed by an Avtec representative. It shall be witnessed by an authorized Customer representative. Each portion of the Acceptance Test will be marked as either pass or fail in the reasonable discretion of a Customer representative. When a portion of the test is marked passed, it will not be tested again unless effected by software update or change, and as such, the impacted portion of the passed test will be retested unless waived (in writing) by the Customer. Failed portions will be corrected and then retested. Any failed portions that are not critical to live dispatch operations will be added to a punch list of action items to be corrected after final acceptance and will not affect Customer's signing of the Certificate of System Acceptance. The Certificate of System Acceptance shall be executed by both Avtec and Customer upon completion of the Acceptance Test. Upon execution of the Certificate of System Acceptance, Customer agrees to pay in full any unpaid monies owed Avtec under this SOW.

8. Change Order Management

Customer may, at any time by a written order attached hereto as Exhibit B (Change Order), request changes to the general scope of the Services covered by this SOW (a "Change Order"). Avtec must agree to the change in scope and will provide additional pricing and quotes as necessary to meet change request. Each such Change Order shall be deemed effective only after it has been signed by both Parties and will be incorporated into this SOW.

9. Contacts

The following individuals are responsible for the day to day activities of the Project.

	Customer	AVTEC
Name		Abe Gibson
Address		Avtec, LLC. 100 Innovation Place Lexington, SC 29072
Phone		803-358-3412
Email		agibson@avtecinc.com

10. Project Specific Contract Documents

No conflicting commercial terms and conditions in these documents are accepted, nor are any pre-printed purchase order terms and conditions of Customer accepted. All work will be provided in accordance with only the following contract documents (in case of conflict between the contract documents, the contract documents control in their order listed below):

- A. Avtec technical proposal including any exceptions
- B. Avtec standard system documentation, including but not limited to, Project Information Questionnaire, Project Management Plan, Site Survey Report, System Design, and Final Acceptance Test Plan

11. After Receipt of Order

Unless otherwise specified and agreed to in writing, Avtec will complete all deliverables not later than 90 days After Receipt of Order (ARO). Avtec deliverables (such as equipment delivery and/or performance milestones) may be accomplished prior to the ARO date, but Avtec reserves the right to schedule and complete implementation requirements and associated project deliverables up to the specified ARO date.

12. End User License Agreement ("EULA")

Customer's use of any hardware or software products provided to Customer by Avtec shall be subject to the terms and conditions of the EULA attached hereto as "Exhibit D" and incorporated herein. The terms of the EULA shall be effective and binding on the Parties hereto upon execution of this SOW by Customer. If Customer is acquiring a Subscription License, the End User Software License Subscription Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, and intending to be legally bound, have executed this Statement of Work.

Twin Falls ID Police Department

Avtec, LLC.

Full Name

Full Name

Title

Title

Signature

Signature

Date

Date

EXHIBIT A
Description of Services

1. Installation.

Customer is solely responsible for providing an environment corresponding to the Product's Specifications, including programming and provisioning of radio, telephone, and other connected systems, and that is otherwise suitable for the Product's installation and operation. Without limiting the generality of the foregoing, the site for the Product selected by Customer shall be suitable as to space, temperature, humidity, and the availability of electrical power, cabling, connectivity devices, line protectors, surge protectors, radio and telephone interface wiring, cable pulls, furniture modifications, lighting, single point grounding, and all equipment, software and supplies not included with the Product but required for its installation, operation or use.

2. Pre-Installation Checklist

Avtec and a Customer's representative shall complete a pre-installation checklist fourteen (14) days before the scheduled installation dates. If Customer confirms the site is ready for the installation of Scout, Avtec will schedule travel arrangements. If Customer cancels after providing a written confirmation, Customer will be charged any change fees incurred for travel and \$1,200.00 for rescheduling of the System Integration Engineer (the "SIE"). If the SIE arrives on Customer's work site and finds the site is not ready for installation, the SIE will perform as much work as they can, and then will leave the site to return to Avtec. Customer will be charged for a return trip to the work site, to include additional travel costs, and for any additional days that exceed the number of days quoted to Customer for Avtec to complete installation caused by the delay. Customer shall have a representative on-site during the agreed upon dates to assist in the implementation, installment and testing of the console system.

3. Responsibility Matrix

In addition to responsibilities stated in the Agreement, the following table further defines each Party's responsibility for deliverables of the Project under this SOW. **This Responsibility Matrix shall be interpreted with the proposal to Customer; Avtec is not responsible for providing any service not specifically quoted.** Use of Not Applicable ("N/A") shall designate services not quoted to Customer. "Joint" means all Parties share responsibility. If Avtec does not have a contract with end user for this project, Customer is responsible for end user's compliance with this matrix.

Responsible Party	Description
	1. Project Management Activities
JOINT	1.1. Overall Project Management.
AVTEC	1.2. Project Management for system preparation at Avtec's factory prior to shipping.
JOINT	1.3. Establish and manage project milestones and communication plan requirements for system implementation.
AVTEC	1.4. Coordinate resources for on-site system installation, testing, training and cutover support.
	2. System Design Activities
JOINT	2.1. Site Survey & Kickoff.
N/A	2.2. Screen Building Workshop & Documentation.
AVTEC	2.3. Provide Standard System Documentation including system network diagram, cross-reference of Cable Material, Connectors, to/from information and Avtec Part Numbers for Replacement.
AVTEC	2.4. Provide Customer with requirements for all Avtec Furnished Equipment, including Physical, Environmental, Electrical, Computer and Network Specifications.
	3. Staging – System Configuration
CUSTOMER	3.1. Provide completed Configuration information sheet.
AVTEC	3.2. Load Scout Software.
AVTEC	3.3. Configure Scout System based on Avtec provided Configuration Sheet.
AVTEC	3.4. Develop Acceptance Test Plan (ATP).
N/A	3.5. Develop Operator Manual.
	4. Shipping
AVTEC	4.1. Package Equipment for Shipping.
AVTEC	4.2. Ship Equipment per Customer Instructions.
N/A	4.3. Deliver console PCs to Avtec for factory staging prior to shipment.
	5. Installation and Cutover Activities
N/A	5.1. Review System Capabilities and Operational Requirements.
AVTEC	5.2. Document User Interfaces.
N/A	5.3. Make Decisions on Console System Configuration.

JOINT	5.4. Install Avtec Furnished Equipment in Designated Locations.
CUSTOMER	5.5. Label Cables with a Unique Identifier Conforming to Avtec Requirements.
	6. Site Preparation
CUSTOMER	6.1. Environmental – provide adequate physical conditions (including furniture, racks, shelves, etc.), ventilation, heating, and cooling per Scout system requirements. 6.2. Procure, Configure, Install, Terminate and Test all network cabling and radio infrastructure that connects to Scout products. Avtec will only provide cabling between Avtec products.
CUSTOMER	6.3. Wiring and Grounding – Customer is responsible for installation and testing of building wiring and grounding system as required by all applicable building codes, ordinances, regulations, this SOW, and modern industry best practices. Customer is responsible for providing appropriate surge protective devices and grounding for network, power, and telephony. Customer shall provide a tested Demarcation Point for all wiring and console hardware and at all times comply with Avtec's specification. 6.4. Console Equipment- Customer is responsible for the grounding connection between the Customer supplied Demarcation Point and the Junction Block (equipment ground termination point provided by Avtec). Avtec is responsible for running grounding wire from Avtec supplied equipment (MWC, Jack Box, desk microphone, footswitch) to the Junction Block provided by Avtec, and installed by Customer to Customer supplied furniture (e.g. desk). Customer is responsible for running grounding wire from the Junction Block to the Customer supplied Demarcation Point. 6.5. Customer Backroom Equipment- Customer is responsible for supplying a tested Demarcation Point for any backroom rack equipment. Customer is responsible for running grounding wire from Avtec supplied equipment (Outposts, telephone interfaces, Aux I/O) to the Customer provided ground located on the Frame Rail of the backroom equipment cabinet. Customer is responsible for running grounding wire from the Frame Rail ground location to the Customer supplied Demarcation Point.
CUSTOMER	6.6. Avtec Backroom Equipment- For backroom rack equipment supplied by Avtec, Avtec will identify the preferred grounding point (e.g. the Frame Rail) on the supplied rack equipment to the Customer prior to the scheduled date of installation. Avtec is responsible for the grounding connection between the Customer supplied Demarcation Point and the grounding point on the rack equipment. Avtec is responsible for running grounding wire from Avtec supplied equipment (Outpost, Telephony Gateways, Aux I/O) to the preferred grounding point on the rack equipment.
CUSTOMER	6.7. Electrical Power – Provide adequate electrical power at each equipment location. Scout hardware components supplied by Avtec run on 110/220VAC, 50-60Hz (unless local 12VDC supplied by Customer to power Outposts).
CUSTOMER	6.8. Networking – provide all required network interfaces including Ethernet and Telephony circuits. Configure networking to supply IP transport per Scout requirements. Any network modifications necessary to meet Scout requirements are solely the responsibility of Customer. Customer is solely responsible for management and integration of its networks.
CUSTOMER	6.9. Network Security- Customer is solely responsible for the security of its Network Infrastructure. Customer is responsible for installing and configuring network protection as appropriate for its networks on consoles and servers deployed during integration process.
CUSTOMER	6.10. Install and configure malware protection as appropriate for its networks on consoles and servers deployed during integration process.
CUSTOMER	6.11. Site Access – provide access to all locations as required for AVTEC site surveys.
CUSTOMER	6.12. Radio Programming - provide radios programmed to support requested features or functionality (e.g. ANI information, Emergency, etc.) of Scout consoles.
	7. Provide Customer Furnished Equipment
CUSTOMER	7.1. Design, furnish and install all required networking infrastructure to support Scout system applications, per Scout requirements to include all cable, routers, switches and engineering services.
CUSTOMER	7.2. Furnish any computers, equipment and/or accessories not provided by Avtec.
	8. Installation Support
CUSTOMER	8.1. Inspection and Inventory of delivered Avtec equipment and notification to Avtec of any shipping damage within ten (10) business days from date of delivery.
CUSTOMER	8.2. Disposal of Packing Materials.
CUSTOMER	8.3. Provide site access, and/or escorts to the equipment rooms and cabling installation areas as required.
CUSTOMER	8.4. Assist Avtec with any access credentials required by third parties, such as Personnel Badges, TSA or Airport clearances.
CUSTOMER	8.5. If required, provide a secure room at the installation site with a dial out phone during the implementation phase of the project. (This room will be used by Avtec personnel for its operations; for temporary storing Scout system components and securing test equipment and tools.)
CUSTOMER	8.6. Provide demarcation of telephony and radio interfaces within 10' of Avtec equipment.

Initials _____ / _____

CUSTOMER	8.7. Schedule Installation and Cutover Planning with Operations Personnel.
	9. Perform Training
N/A	9.1. Administrative/Maintenance Training
N/A	9.2. Operator Training (On-Site) scheduled after installation.
CUSTOMER	9.3. Provide adequate facilities for on-site Operator Training.
CUSTOMER	9.4. Schedule Personnel for Uninterrupted Training Sessions.
CUSTOMER	9.5. Provide classroom projector compatible with a laptop and screen.
N/A	9.6. Custom Operator Manual.
	10. Cutover Assistance and Acceptance
JOINT	10.1. Schedule Cutover.
JOINT	10.2. Sign Acceptance Documents.
CUSTOMER	10.3. Disposal of existing equipment.
	11. Test Activities
AVTEC	11.1. Test console and gateway configurations for basic operation.
N/A	11.2. Perform agreed upon Acceptance tests.
N/A	11.3. System Integration Test Plan and Execution. Integration testing includes ALL console positions, VPGates, and any additional interface equipment provided by Avtec. Any additional requested testing outside scope of installed equipment will be quoted at Avtec's prevailing rates.

Customer Requirements

- Customer will determine what and how many critical spare parts, as recommended by Avtec, will be procured and maintained.

Avtec Responsibilities

- Avtec will provide telephone Technical Support for Customer and/or local certified service provider, provided Customer has an active Support contract, during Avtec's normal operating hours (defined below).
- Avtec will provide telephone Technical Support for Customer and/or local certified service provider for Critical Priority issues (defined below), provided Customer has an active Support contract, at any time.
- Avtec will provide part replacement service (Return Material Authorization ("RMA") Support) for Customer and/or local certified service provider, during Avtec's normal operating hours (defined below).
- 90% of the calls to the Help Desk will be answered within 60 seconds during Avtec business hours.
- 90% of calls to the Help Desk will be answered within 180 seconds after hours and weekends.
- Each Support Call will be logged and assigned a priority status, Critical, Urgent, or Normal. The following table describes responses based on the assigned priority level:

Priority	CRITICAL
Definition	Customer's system is substantially degraded and normal operations are not possible.
Response Time	30 Minutes
Resolution Commitment	Issue are worked continuously until resolution
Escalation Process	If Customer Support Team is unable to resolve an issue within one hour, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in two hours if issue is still unresolved. A determination of additional resources is made at that time. Update to Customer is made every two hours until resolution.
Call Closure Requirement	Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution.
Priority	URGENT
Definition	Limited impact, able to work but with limitations;
Response Time	60 Minutes
Resolution Commitment	Issue is worked on a priority basis
Escalation Process	If Customer Support Team is unable to resolve an issue within one business day, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in three business days if issue is still unresolved. A determination of additional resources and time frame of resolution is made at that time.

Initials _____ / _____

	Update to Customer is made as new information is made available until resolution.
Call Closure Requirement	Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution.
Priority	NORMAL
Definition	No impact to business, questions or informational
Response Time	One Business Day
Resolution Commitment	Issue is queued for resolution based on workload and other priority cases.
Escalation Process	If Customer Support Team is unable to resolve an issue within five business days, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution is made at that time.
Call Closure Requirement	Call is closed when Customer accepts resolution.

RMA Support:

- RMA repair request is made by Customer and RMA is processed within 4 hours of submission of the completed form.
- RMA advance replacement request is made by Customer, and RMA is processed within 2 hours of submission of the completed form.

Contacts & Operating Hours

Contact Phone Numbers & Email:

- 803.358.3600 ext. 201
- 800.543.3034
- CustomerSupport@avtecinc.com
- RMAResult@avtecinc.com

Location of Service Delivery:

- 100 Innovation Place
- Lexington, SC 29072 USA

Hours of Operation:

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours support: Monday – Friday 7:00 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

AVTEC Holiday List:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Escalation Contact:

Customer Support Manager:

- Abe Gibson
- agibson@avtecinc.com
- 803.358.3412

EXHIBIT B

Change Order

THIS CHANGE ORDER # _____, dated as of _____, 20__ (the "Change Order Effective Date") amends the Statement of Work (the "SOW") with the Effective Date of _____ by and between Avtec, LLC. ("Avtec") and _____ ("Customer"), and is entered and governed by the Customer Agreement by and between Avtec and Customer dated as of _____. Terms outlined in this Change Order shall take precedence over any conflicting terms outlined in the SOW referenced above.

Change Requested By (Name/ Title/ Company): _____

Change Description

(Insert a detailed description of the change. Describe the specific area of the SOW or the Work Order being modified.)

Change Justification

(Insert a detailed description of why the change is required. Indicate benefits gained or risk mitigated by making the change.)

Change Impact

(In the table below, indicate what area(s) are impacted by the proposed change. Provide a detailed description of the impact.)

Area of Impact	Yes/No	Detailed Description of Impact
Scope		
Risk		
Schedule		
Resources		
Financial Impact*		
Other		

If there is a financial impact, please provide additional information below:

Additional Cost: _____

Funding Provision: _____

Party Responsible for Cost (CUSTOMER / AVTEC): _____

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Change Order as of the Change Order Effective Date.

Twin Falls ID Police Department

Avtec, LLC.

Full name

Full name

Title

Title

Signature

Signature

Date

Date

EXHIBIT C

Certificate of System Acceptance

Pursuant to the Master Agreement entered into by Avtec, LLC. ("Avtec") and _____ ("Customer") with an Effective Date of [] (the "Agreement"), all Products and Services described in the SOW with an Effective Date of [] (the "SOW") have been inspected and have successfully passed the Acceptance Test as described in Section 8 of the SOW. Execution of this document confirms and certifies Customer's final acceptance of the applicable Products and Services delivered under the SOW, effective as of the date of the last signature.

Twin Falls ID Police Department

Avtec, LLC.

Full name

Full name

Title

Title

Signature

Signature

Date

Date

EXHIBIT D

END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT (THE "AGREEMENT") CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING ALL TRANSACTIONS BETWEEN AVTEC AND YOU WITH RESPECT TO ANY AVTEC PRODUCT OR SERVICES AND IS LEGALLY BINDING ON BOTH PARTIES. WITH THE EXCEPTION OF A STATEMENT OF WORK (SOW) AUTHORIZED OR SIGNED BY BOTH PARTIES, ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN YOUR COMMERCIAL DOCUMENTS, INCLUDING PURCHASE ORDERS, ARE HEREBY REJECTED AND SHALL NOT BECOME PART OF THE AGREEMENT.

WHETHER YOU ARE ACTING FOR YOURSELF INDIVIDUALLY OR AS A REPRESENTATIVE OF AN ENTITY, YOU ARE REFERRED TO IN THIS AGREEMENT AS "YOU" or "CUSTOMER". YOU MAY BE READING THIS AGREEMENT ONLINE, OR AS AN ELECTRONIC DOCUMENT INCLUDED WITH AN AVTEC, LLC. ("AVTEC") SOFTWARE PRODUCT, OR AS A PHYSICAL DOCUMENT PACKAGED WITH AN AVTEC HARDWARE OR SOFTWARE PRODUCT (SUCH SOFTWARE, IN EACH CASE, IS HEREINAFTER REFERRED TO IN THIS AGREEMENT AS THE "SOFTWARE", AND "PRODUCT" SHALL REFER TO ANY HARDWARE OR SOFTWARE FURNISHED BY AVTEC). THE TERM "SOFTWARE" SHALL INCLUDE COMPUTER PROGRAMS OFFERED AS STAND ALONE PRODUCTS AS WELL AS FIRMWARE OR OTHER SOFTWARE EMBEDDED IN AVTEC HARDWARE PRODUCTS. THE TERM "SOFTWARE" SHALL ALSO INCLUDE ANY USER DOCUMENTATION THAT IS PART OF OR SUPPLIED WITH THE SOFTWARE OR OTHERWISE MADE AVAILABLE BY AVTEC TO AUTHORIZED END USERS OF THE SOFTWARE. YOU ARE ENTITLED TO THE BENEFITS OF THIS AGREEMENT ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER OF THE APPLICABLE AVTEC PRODUCT, AND YOU PURCHASED THAT PRODUCT DIRECTLY FROM AVTEC, AN AUTHORIZED AVTEC DEALER OR SYSTEMS INTEGRATOR, OR OTHER AVTEC-APPROVED SOURCE ("APPROVED SOURCE"). IF YOU DO NOT SATISFY THE FOREGOING CONDITIONS YOU ARE NOT LICENSED TO USE OR KEEP A COPY OF THE SOFTWARE NOR ENTITLED TO THE BENEFITS OF AVTEC'S LIMITED WARRANTY SET FORTH BELOW.

ASSUMING YOU SATISFY THE FOREGOING CONDITIONS, YOU ACCEPT AND AGREE TO THIS AGREEMENT IF YOU EITHER: (1) ACCEPT THIS AGREEMENT WITH A MOUSE-CLICK OR SIMILAR ACTION PRIOR TO DOWNLOADING THE SOFTWARE OR INSTALLING THE SOFTWARE ON A COMPUTER; (2) ACQUIRED THE SOFTWARE STORED ON ELECTRONIC STORAGE MEDIA SUCH AS CD-ROM OR DVD AND YOU BREAK THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC STORAGE MEDIA; (3) YOU INSTALL OR USE THE SOFTWARE ON A COMPUTER, OR (4) YOU USE THE HARDWARE PRODUCT ON WHICH THE SOFTWARE CAME INSTALLED.

YOU AGREE NOT TO INSTALL AND/OR USE THE SOFTWARE ON ANDROID, IOS, OR MOBILE BROADBAND DEVICES, SUCH AS SMARTPHONES OR TABLETS, THAT COMMUNICATE OVER CELLULAR OR LTE NETWORKS FOR PURPOSES OF PERFORMING PUSH TO TALK FUNCTIONALITY ON MOTOTRBO NETWORKS, UNLESS THE SOFTWARE IS SUBLICENSED FROM MOTOROLA SOLUTIONS OR THEIR AUTHORIZED DEALERS.

IN SOME CASES, THE SOFTWARE MAY BE PURCHASED AS PART OF A LARGER SYSTEM TO WHICH A SEPARATE SOFTWARE LICENSE APPLIES. IN SUCH CASE, THE TWO LICENSES SHALL BE CONSTRUED AS COMPLEMENTARY SUCH THAT AVTEC ENJOYS THE MAXIMUM RIGHTS AND BENEFITS OF BOTH, AND IF THERE IS ANY CONFLICT BETWEEN THE TWO LICENSES SUCH CONFLICT SHALL BE RESOLVED BY GIVING EFFECT TO THE PROVISION IN EITHER LICENSE THAT IS MOST FAVORABLE TO AVTEC (AS DETERMINED BY AVTEC IN ITS SOLE DISCRETION). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, AVTEC IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU PURCHASED A PHYSICAL COPY OF THE SOFTWARE ON ELECTRONIC MEDIA SUCH AS A CD-ROM OR DVD, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND IF, AND ONLY IF, THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC MEDIA ON WHICH THE SOFTWARE IS STORED IS INTACT AND HAS NOT BEEN TAMPERED WITH. IF THE SOFTWARE WAS SUPPLIED AS PART OF ANOTHER PRODUCT YOU PURCHASED FROM AN APPROVED SOURCE, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER THE DATE OF PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER.

1. License Definitions.

"Computer" means a specific physical device or virtual machine that may consist of one or more CPUs.

"Hardware" means equipment, devices and apparatus of every nature and description, both electronic and mechanical, including without limitation equipment and components related to radio-telephone systems and other methods of electronic communication, and all manner of computer hardware such as computers, monitors, terminals, storage devices, network devices, connectivity devices, printers, etc.

"Pool License" means an authorized number of Floating Licenses that allows You to install and share a limited number of licenses on a larger number of Computers.

"Product" means any Hardware (and related parts and supplies), or Software furnished by Avtec to Customer.

"Service" means any service, assistance, or use of a resource provided by Avtec to Customer.

"Specifications" means the specifications for a Product or Service set forth in either (i) Avtec's most recent user documentation or other published specifications for such Product or Service; or (ii) a SOW.

"Virtual Machines" or "VM" means a software container that can run its own operating system and execute applications like a physical device.

2. License Grant. All Software is licensed, not sold. Subject to the terms of this Agreement, and provided You purchased this Software license from an Approved Source, Avtec grants to You a non-exclusive, non-transferable, and perpetual license to use the Software in object code format only for Your

Initials _____ / _____

internal business purposes. In order to use the Software, You may be required to input a registration number or product authorization key and register Your copy of the Software online at Avtec's website to obtain the necessary license key or license file. You agree that Your license of the Software is neither contingent on the delivery of any future functionality or features nor, (except for Avtec's technical proposal), dependent on any oral or written public comments made by Avtec regarding future functionality or features.

3. License Types. The scope of Your license depends on the type of license you purchased from an Approved Source. The variety of license types are set forth below and You are solely responsible for installation and use restrictions of the license You purchased. For more information on the type of license you have purchased, please contact your Approved Source sales representative.

STANDARD LICENSE

If You purchased a Standard license, each license purchased entitles You to install and use the Software on one and only one Computer. It may only be installed on a different Computer if the original computer was destroyed or if the Software is deleted. If virtualization or other emulation technology is used on the licensed Computer, each license purchased entitles You to install and use the software within only one virtual (or otherwise emulated) hardware system.

POOL LICENSE

If You purchased a Pool License, the Software may (a) be installed, transferred to, transferred among, or shared on an unlimited number of Computers and (b) have multiple sessions used, but no more than the licensed number of simultaneous sessions of the Software at any one time.

4. License Restrictions. This is a license, not a transfer of title, to the Software and Avtec retains all ownership rights in and to all the Software and all copies thereof. You receive no rights to the Software other than those specifically granted herein. You acknowledge that the Software contains trade secrets of Avtec or its suppliers or licensors, including but not limited to the specific internal design and structure of the Software, including individual program routines and associated interface information. If the Software is included with and part of an Avtec hardware product, You shall only use the Software in connection with Your use of that hardware product.

You shall not: (i) transfer, assign or sublicense Your license rights to any other person or entity, including but not limited to parent companies, subsidiaries and affiliates, and any attempted transfer, assignment, or sublicense shall be null and void; (ii) make changes to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit any third party to do so; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form; (iv) publish or distribute to any third party any results of benchmark tests run on the Software; (v) disclose, provide, distribute or otherwise make available trade secrets contained within the Software in any form to any third party, including but not limited to publicly displaying and/or performing the software, and You shall implement reasonable security measures to protect such trade secrets; (vi) duplicate or make copies of the Software other, except that You may make one (1) copy per Physical Business Location for backup purposes only; (vii) remove, alter, obscure, reduce in size or otherwise modify any copyright, trademark, or other proprietary notices appearing on or in the Software in any form or format (including without limitation screen displays); or take any action which jeopardizes Avtec's proprietary rights or acquire any right in the Software. For purposes of this paragraph, a "Physical Business Location" is a main office or branch office in which Your licensed Computer(s) is/(are) physically located.

In certain cases, Software provided to You may include functionality, capabilities or capacities exceeding those purchased by You and constituting separate Product(s) in their own right. This license does not extend to such separate Product(s) unless and until such time as You purchase such Product(s). You shall not access or use any such additional functionality, capabilities or capacities constituting separate Product(s) not covered by this license. Any unlicensed use of such additional functionality, capability or capacity shall (without limiting Avtec's other rights and remedies in respect of such unauthorized use) obligate You to pay to Avtec upon demand Avtec's then applicable list price for the corresponding Product(s).

This Agreement and the license granted herein shall remain effective until terminated. You may terminate this Agreement and the license at any time by destroying all copies of Software in Your possession. This Agreement and the license shall terminate immediately and without the requirement of any notice if You fail to comply with any provision of this Agreement. Upon termination, You shall destroy all copies of Software and Documentation in Your possession or control, including without limitation deleting the Software from all computers, hard drives or other electronic devices. All confidentiality obligations of You, restrictions and limitations on use of the Software, limitations of liability, and warranty limitations and disclaimers shall survive termination of this Agreement.

5. Services. Avtec may, in its sole discretion and at Customer's request, perform implementation, training, consulting or other Services for Customer from time to time. The nature and scope of such Services shall be set forth in reasonable detail in a SOW. Each and every SOW executed by the Parties shall be subject to the terms and conditions of this Agreement. In performing any Services, Avtec is acting as an independent contractor.

6. Taxes. All sales, use or other taxes or governmental fees or levies related to a transaction (other than taxes based upon Avtec's income) shall be the sole responsibility of Customer. Such taxes shall be remitted directly by Customer to taxing authorities.

7. Title and Risk of Loss. Title to Products sold to Customer and all risk of loss related to such Products passes to Customer upon the delivery of the Products to either a carrier or Customer, whichever comes first.

8. Shipping and Insurance. All shipping, insurance or other transportation charges related to a Product shall be the sole responsibility of Customer and are governed under Incoterms Ex Works (EXW).

9. Claims for Shortages, Damage in Transit, and Nonconformity. Customer is responsible for inspecting all shipments immediately upon delivery. Customer shall note any apparent shortages or damage in transit on the bill of lading and notify Avtec immediately about such shortages, damage or any apparent nonconformity with the Order. No claims shall be accepted more than ten (10) business days after receipt.

10. Right to Audit. Avtec may audit Your use of the Software on 15 days advanced written notice. You will cooperate with the audit, including by providing access to any books, computers, records or other information that relates or may relate to the use of the Software. Such audit will not reasonably interfere with Your business activities. If the audit reveals unauthorized use of the Software, You shall reimburse Avtec for the reasonable cost of the audit, in addition to such other rights and remedies as may be available to Avtec. Avtec shall not conduct an audit more than once per year.

Initials _____ / _____

11. Export. The Software and its constituent technology, or direct products thereof, may be subject to export control laws and regulations of the United States or other countries. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of the Software at Your own cost and expense.

12. Hardware Warranty. Avtec warrants that the Hardware sold to Customer by Approved Source shall be free of defects in material and workmanship under normal authorized use consistent with Avtec's written specifications. Customer may reject Hardware furnished hereunder failing to meet such standards, and require Avtec to correct or replace such defective Hardware, at no charge to Customer. In the event that Avtec receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Avtec sole and exclusive liability, shall be for Avtec, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Avtec. Avtec will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Avtec's facility. Actual delivery times may vary depending on the Customer location and Hardware type.

13. Software Warranty. Avtec warrants to Customer that the Software shall function in accordance with professional standards, shall be free from defects in material, workmanship, and title. The term "Defective" means a failure to operate substantially in accordance with Avtec's written specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec's customary testing procedures; (b) the failure occurs when the Software is used in accordance with Avtec's published usage guidelines for such Software; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption.

14. Limited Warranty as to Products. The warranty period applicable to a Product (Hardware or Software) installed by Customer is one year following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period.

15. Hardware Return Procedures. Any defective Hardware item can only be returned if it references a return material authorization ("RMA") number issued by authorized Avtec service personnel. Avtec's warranty return procedures are available online at www.avtecinc.com or by email request to rmarequest@avtecinc.com or regular mail request to: Avtec, LLC., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. To request an RMA number, Customer must obtain from Avtec a return authorization number and properly pack and return the Hardware at Customer's expense, together with the authorization number and a detailed description of the problem, to Avtec's designated repair facility located within the United States. Avtec's repair facility will only assist Customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to Avtec maintenance and support service teams will not be accepted unless Hardware is under warranty or Customer has purchased a valid Avtec maintenance service contract that is in effect as of the time of the call. The Hardware must be returned in its original or equivalent packaging, and all shipping charges, risk of loss or damage during the return shipment, and the cost of insurance, is Customer's sole responsibility. The RMA number must be included on the outside carton label of the returned item. Avtec shall repair or replace the Hardware and return it at Avtec's expense to Customer's point of shipment. Customer has the risk of loss and damage to any Hardware returned to Avtec for repair or replacement until receipt by Avtec of such Hardware. Avtec shall assume the risk of loss and damage to any Hardware returned to Avtec for repair or replacement from receipt until delivery to Customer's point of shipment, excluding Puerto Rico and U.S. possessions and territories, (at Avtec's expense). If Avtec determines, in its reasonable discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made **after the warranty period, the cost of repair by Avtec, including all shipping expenses**, shall be paid by Customer. **AVTEC SHALL HAVE NO LIABILITY WITH RESPECT TO DATA CONTAINED IN ANY HARDWARE RETURNED TO AVTEC.** For any Hardware or parts thereof repaired or replaced under this Section 15, the warranty period applicable to the Hardware will continue for the longer of (c) the remainder of the original warranty period or (d) 90 days after the repaired or replaced Hardware is returned to Customer.

16. Exclusions. The foregoing warranty and remedies are for Customer's exclusive benefit and are nontransferable. Any and all warranties shall be deemed void and no warranty will apply if the Hardware or Software: (i) has been altered except by Avtec; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Avtec in the enclosed Documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Avtec disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Avtec warranty obligations do not include installation support.

EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, AVTEC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ABSENCE OF HIDDEN DEFECTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OR TRADE OR COURSE OF DEALING.

17. Intellectual Property. Avtec warrants that it is the owner of Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further consent of any third party. If the Software becomes, or in Customer's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any intellectual property right, or in the event of any adjudication that the Software infringes any such right, Avtec, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality relied upon by Customer. The remedies set forth in this Section 17 are not exclusive of any others Customer may have.

18. Limitation of Remedies. Except for Avtec's indemnity obligations and notwithstanding any other provisions of any agreement between Avtec and Customer, Customer's exclusive remedy in respect of or related (directly or indirectly) in any way to any defective Product or Service (including without limitation the design, use, suitability, performance, features, characteristics or other aspects thereof, whether or not covered by any warranty) shall be for Avtec, at Avtec's option, to either: (i) repair or correct the defect within a reasonable time; (ii) replace the Product in question with an identical but non-defective product; (iii) replace the Product in question with a different Product whose functionality is substantially the same as the Product being replaced; (iv) re-perform the Service, or (v) refund to Customer all charges in respect of the Product or Service previously paid by Customer to Avtec; provided, however, if the Service in question is a Service rendered over an extended term, such refund shall not exceed such charges as were incurred during the 180 day period prior to the termination of the agreement providing for the Services.

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19. Limitation of Liability. EXCEPT AS PROVIDED HEREIN, AVTEC'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, STATUTORY WARRANTY, INFRINGEMENT OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVABLE DAMAGES NOT TO EXCEED ONE HUNDRED PERCENT (100%) OF THE SUMS PAID BY CUSTOMER TO AVTEC FOR HARDWARE SOFTWARE AND SERVICES PROVIDED TO CUSTOMER IN THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE CLAIM.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY LOST PROFITS, OR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEM(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEM(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of ID without regard to conflicts or choice of law provisions.

21. Entire Agreement. This Agreement, any sales quotes, amendments, orders and SOWs made hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof. In addition, this Agreement supersedes and replaces any and all prior agreements or arrangements between the Parties, whether oral or written.



Date: Monday, August 30, 2021
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

A request to approve the purchase of real property located in the Snake River Canyon, approximately 3,300 feet northwest of the City's waste water treatment plant.

Time Estimate:

The presentation will take about five minutes. Some additional time may be needed for questions and discussion.

Background:

Several years ago, the City began acquiring property for what has since become Auger Falls Park. At that time, we were unable to successfully negotiate the acquisition of one of the target properties in that area. The property in question is about 19.3 acres and is shown on the attached location map. The ownership of this property has recently changed. The new owner, LJG Family Properties, LLC, is willing to sell the property to the City for \$50,000. This parcel is the only parcel that we do not yet own between the waste water treatment plant and Rock Creek, and would complete our acquisition of the original target properties for Auger Falls Park. Staff recommends that the Council approve the request to purchase this property from LJG Family Properties, LLC for \$50,000 and complete our acquisition of properties for Auger Falls Park.

Approval Process:

A simple majority vote of the Council is needed to approve this request.

Budget Impact:

As described above, the purchase price for the property is \$50,000. The FY 2021 budget does not include any funding for this purchase. However, as the purpose of this acquisition is to add property to Auger Falls Park, park impact fees would be an appropriate source of funding for this acquisition. The park impact fee fund currently has nearly \$100,000 that is not committed to another project. Therefore, staff recommends using park impact fee funds to make this purchase.

Regulatory Impact:

If the Council approves the request, staff will proceed to purchase the property as described.

History:

N/A

Analysis:

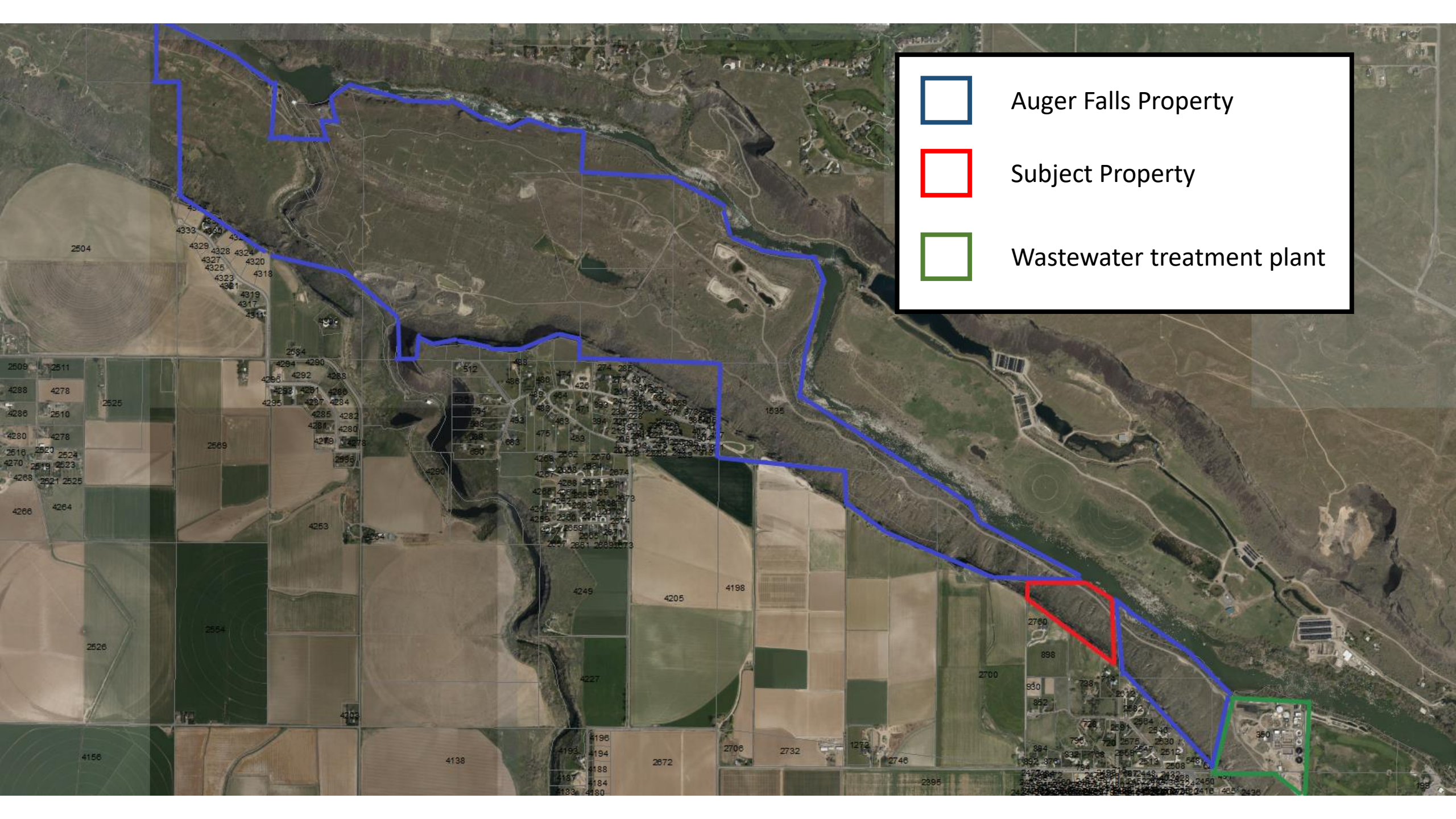
N/A

Conclusion:

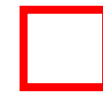
Staff recommends that the City Council approve the request to purchase the property from LJG Family Properties, LLC for \$50,000.

Attachments:

1. Auger Falls Property Purchase



Auger Falls Property



Subject Property



Wastewater treatment plant