



**CITY COUNCIL
MEETING AGENDA**

**December 16, 2025
6:00 PM**

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

WORKSHOP – 4:30 pm 2nd Floor Conference Room

- a. Transportation Master Plan - Final Draft

REGULAR MEETING – 6:00 pm City Council Chambers

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

- a. Swearing in of new Parks and Recreation Director

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – December 2, 2025, City Council Meeting

- b. Accounts Payable 12.3.25 - 12.17.25
- c. October Cash and Investments
- d. FY 2025 Street and Road Report
- e. Salary Survey Contract with Optimal Talent Dynamics
- f. Arrive Post Falls Construction Improvement Agreement
- g. Harvest Meadows Subdivision Construction Improvement Agreement
- h. North Place East 4th Addition Subdivision Construction Improvement Agreement
- i. Crown Reserve Subdivision Final Plat Approval
- j. Welk Estates Minor Subdivision Final Plat Approval
- k. Poleline and Zorros Grant for Rights-of-Way and Easements (ANNX-24-2)
- l. McGuire Annexation Reasoned Decision (ANNX-25-4)
- m. McGuire Annexation and Development Agreement (ANNX-25-4)
- n. McGuire Annexation Grants of Rights-of-Way and Easements (ANNX 25-4)
- o. Echo Estates Grant of Rights-of-Way and Easements (ANNX-24-5)
- p. Echo Estates Annexation and Development Agreement (ANNX-24-5)

2. PUBLIC HEARINGS

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

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Ordinance - Villa Point North Vacation (VAC-25-2)
- b. Ordinance - North Place Vacation (VAC-25-3)
- c. Ordinance - Poleline and Zorros Annexation (ANNX-24-2)
- d. Ordinance - Echo Estates Annexation (ANNX-24-5)
- e. Ordinance - G2 Development Annexation (ANNX-25-2)
- f. Ordinance - McGuire Annexation (ANNX-25-4)
- g. Ordinance - Fiscal Year 2026 Budget Amendment #1
- h. Ordinance - Parade

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Urban Renewal Technology District Plan Amendment
- b. Crown Reserve Park Construction Improvement Agreement
- c. Quarry Sports Complex Grant of Sewer Easement

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. Parks and Recreation Presentation

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mayor Ronald G. Jacobson

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT**
WORKSHOP – 4:30 pm 2nd Floor Conference Room
MEETING DATE: 12/16/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Transportation Master Plan - Final Draft

ITEM AND RECOMMENDED ACTION:

No action is requested or required of City Council. This workshop is to review the draft findings and recommendation for the 2025 Transportation Master Plan.

DISCUSSION:

In 2023 the City of Post Falls hired JUB Engineers to proceed with an update of the current (2017) Transportation Master Plan. In 2017 the City of Post Falls had a population of approximately 35,000 and has since grown to an approximate population of 50,000. It is anticipated that the City will be close to a population of 100,00 by 2045. This update to the Transportation Master Plan examines the current operations of the City's transportation systems and identifies recommended improvements needed to address capacity issues resulting from growth, through the year 2045. Recommended improvements are determined based on examination of the performance of the existing transportation network and the anticipated capacity needed to accommodate projected growth patterns. Proposed projects have been identified as being needed to maintain or provide transportation systems that operate within the currently adopted level of service (LOS) standards. Implementation of the Transportation Master Plan allows for growth to occur in a manner that provides for necessary roadway improvements, preserving capacity and maintaining a safe and efficient transportation system. The Transportation Master Plan serves as a guide in making land use and transportation system decisions that comply with the goals and policy's of the City's Comprehensive Plan. The draft final plan projects a need of approximately 91 projects with an estimated value of \$360 million between 2025 and 2045 at current growth projections. Implementation of these projects and the costs thereof will be allocated between Impact Fees, Developer required frontage improvements and other sources.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

April 2023 Professional Services Agreement with JUB Engineering
October 2025 Contract Amendment - additional modeling

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Project Budget \$761,258 Transportation Impact Fees (PSA with Amendment)

BUDGET CODE:

037-431.0000.80290 Transportation Impact Fees

ATTACHMENTS:

1. JUB_CouncilWorkshop121625_A



2025 Transportation Master Plan

City Council Workshop
December 16, 2025

J-U-B FAMILY OF COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.



Workshop Overview

Informal / Interactive

Today's Discussion Items:

- ❖ Planning process
- ❖ Public involvement
- ❖ Current transportation performance
- ❖ Future transportation concerns
- ❖ Creating the future we want
- ❖ Multi-modal enhancements
- ❖ Next steps / adoption timeline

Planning Team

TECHNICAL ADVISORY GROUP:

- Robert Palus, PE, Post Falls, City Engineer
- Robbie Quinn, Post Falls, Parks Planner
- Ross Junkin, Post Falls Public Works
- Jon Manley, Post Falls Planning Manager
- Nathan Ziegler, Post Falls, City Council
- Chris Bosley, PE, City of Coeur d'Alene
- Nathan Herbst, Idaho Transportation Department
- Robert Beachler, Idaho Transportation Department
- Michael Lenz, Post Falls Highway District
- Ali Marienau, Kootenai Metropolitan Planning Organization



COMMUNITY COLLABORATORS:

- Northwest Specialty Hospital
- Disability Action Center NW
- Kootenai County
- Kootenai County Sheriff's Office
- Kootenai County Fire and Rescue
- Post Falls Chamber
- City Link Public Transit
- North Idaho Centennial Trail Foundation
- Orgill, Inc
- Post Falls School District

J-U-B FAMILY OF COMPANIES



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

Jay Hassell, PE
Project Manager

Hannah Anderson, MURP
Public Involvement Lead

Tracy Ortiz
Public Involvement Support

Riannon Zender, PE
Traffic Engineer

Chris Yake
GIS Specialist

Spencer Montgomery
Transportation Planner

Sean Hoisington, PE, PTP
Transportation Planner

Planning Goals



GOAL 1:

Maintain access management standards that provide a balance between access to adjoining lands and safe and efficient traffic flows.

Comp Plan Goal Overlap: CP G.02, G.06, G.13



GOAL 2:

Improve and enhance safety and traffic circulation and preserve an acceptable level of service (LOS) on local street systems.

Comp Plan Goal Overlap: CP G.05



GOAL 3:

Protect existing and future transportation facilities, corridors, or sites during the development review process.

Comp Plan Goal Overlap: CP G.02, G.06, G.13



GOAL 4:

Balance effective movement of freight and the needs of the community.

Comp Plan Goal Overlap: CP G.02, G.05



GOAL 5:

Continue to coordinate opportunities to use alternative modes of transportation (walking, bicycling, rideshare/carpooling, and public transportation services) through improved access, safety, convenience, and service.

Comp Plan Goal Overlap: CP G.02, G.03



GOAL 6:

Promote wayfinding tools to support tourism, commercial, education and recreation needs to enhance user experience that will help travelers find parks, trails, services, hospitals and state routes.

Comp Plan Goal Overlap: CP G.02, G.05



GOAL 7:

Preserve adequate right-of-way for future roadway corridors and improvements.

Comp Plan Goal Overlap: CP G.06, G.07



GOAL 8:

Evaluate available options to fund transportation projects.

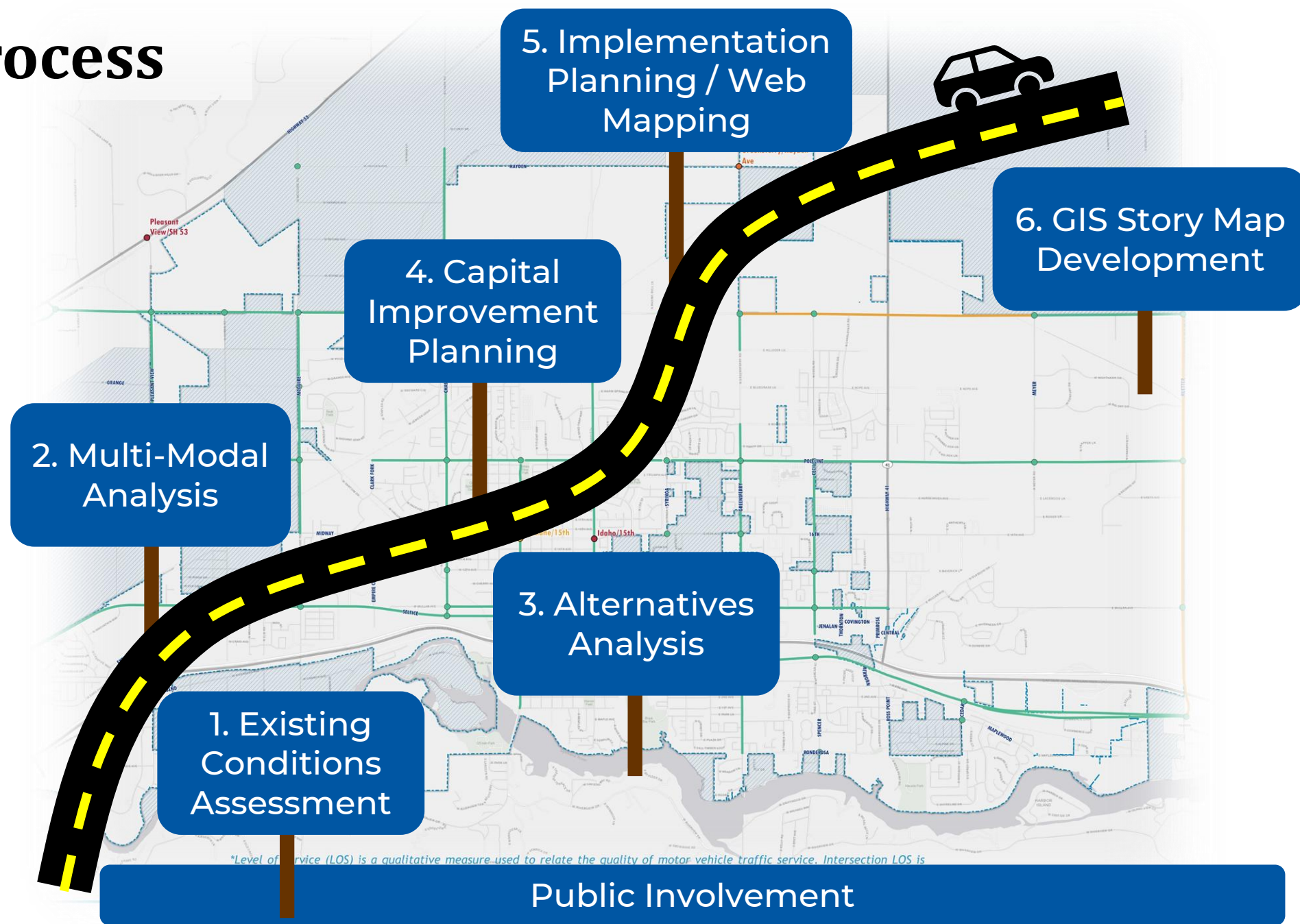
Comp Plan Goal Overlap: CP G.06



GOAL 9:

Continue coordination among agencies within the Kootenai Metropolitan Planning Organization (KMPO).

Planning Process



Public and Stakeholder Involvement



- ✓ Ongoing Online Interactive Comment Map
 - ✓ Online Public Survey
- ✓ Public Open House #1 – Fall 2023
 - ✓ Post Falls Days – Summer 2025
- ✓ Public Open House #2 – Summer 2025
 - ✓ 3 Technical Advisory Group Meetings
 - ✓ Social Media Announcements
 - ✓ Personal Interviews

Public Involvement



**WE
HEARD YOU!**

**883 COMMUNITY
MEMBERS ENGAGED!**

KEY FEEDBACK



PEDESTRIAN The public shared their experiences & safety concerns walking along Post Falls sidewalks. They provided suggestions to make the city more connected & increase user access & safety.



FREEWAY ACCESS Some community members discussed the I-90 interchange, including wanting more infrastructure and access points.



BICYCLIST Community members expressed their desire for possible trail connections & bike lane additions to make the city more accessible to non-car users.



ROADWAY Community members shared their infrastructure suggestions such as the addition of roundabouts, traffic signals, the widening of specific road lanes, and traffic calming suggestions.



SAFETY - A topic frequently discussed in community feedback was safety, related to community members' experiences, including suggestions for specific locations where accidents or the potential for accidents occur. The recommendations offered include infrastructure connections, locations for traffic calming, and pedestrian crossings.



CONGESTION The community identified locations where they experienced the most congestion and identified safety issues that are caused by congestion.



TRANSIT The community identified locations for transit routes and connections, ideal transit stops, and ADA accessibility challenges.



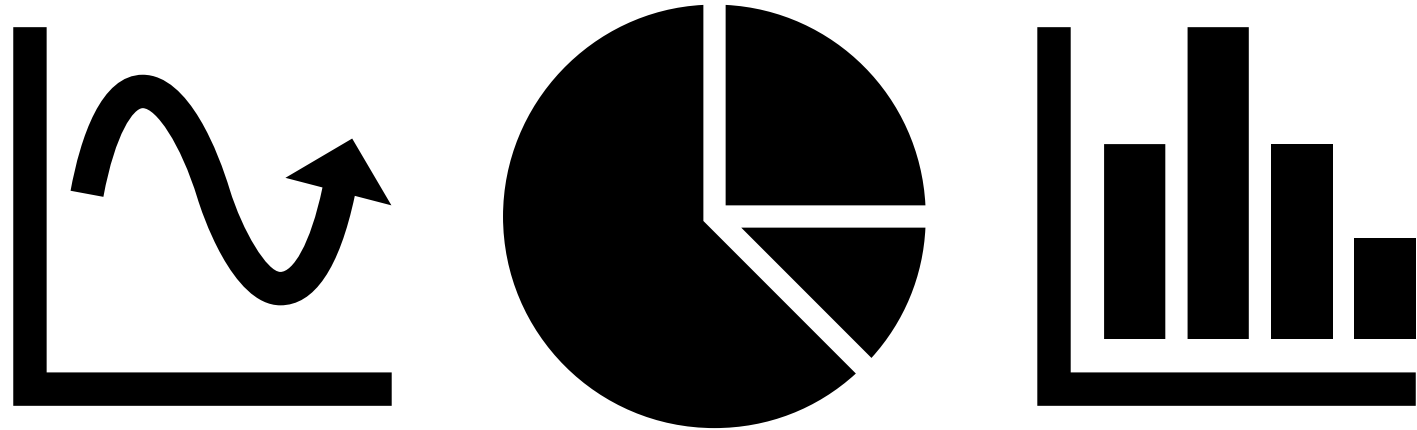
OTHER Community members discussed a range of topics from downtown experience and beautification to parking and environmental concerns



Regional Integration

- ❖ Used PF refined KMPO model for future traffic with current PF information
- ❖ Coordinated with Multi-Jurisdictional Technical Advisory Group (TAG)
- ❖ Coordinated net-growth with agency neighbors
- ❖ Coordinated with ITD planning (I-90, SH-41, SH-53)
- ❖ Rathdrum Prairie Area Transportation Study “PEL”

Current Transportation Performance



Transportation Performance Factoids

What is Level of Service (LOS)?

Level of Service is a quantitative measure of traffic operational conditions. Ranges of operation are defined for each type of roadway section (signalized intersections, freeways, ramp junctions and weaving sections) and are related to the amount of traffic demand at a given time as compared to the capacity of that type of roadway section.

Six levels of service are defined for each type of roadway section and are given letter designations from A to F, with A representing good operating conditions and F representing unsatisfactory operating conditions.

Intersection

- Highly stable, free-flow condition with little or no congestion
- Delay: <10 seconds/vehicle



- Stable, free-flow condition with little congestion
- Delay: 10 to 20 seconds/vehicle



- Free-flow condition with moderate congestion
- Delay: 20 to 35 seconds/vehicle



- Approaching unstable condition with increasing congestion
- Delay: 35 to 55 seconds/vehicle



- Unstable, congested condition
- Delay: 55 to 80 seconds/vehicle



- Stop and go
- Delay: >80 seconds/vehicle



Roadway

LOS A



- Free flowing
- Uninterrupted vehicle

LOS B



- Stable flow
- Other vehicles are more noticeable

LOS C



- Stable flow
- Vehicle operations affected by other vehicles

LOS D



- High density free flow
- Operation of vehicle is affected by other vehicles

LOS E



- High density traffic flow, nearing capacity
- Operating conditions are extremely poor

LOS F



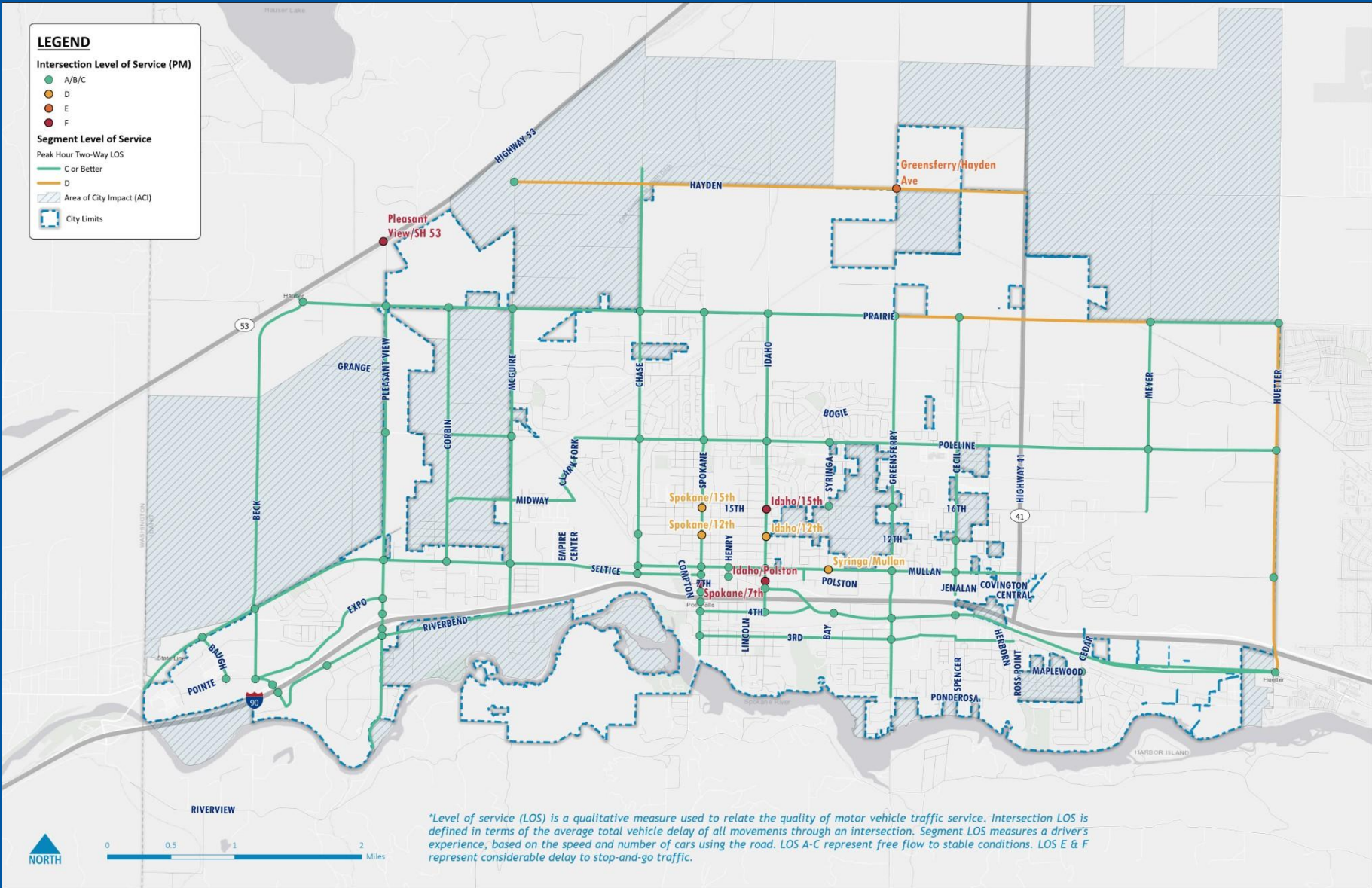
- Forced or breakdown flow
- Amount of traffic exceeds capacity

Post Falls Mitigates:

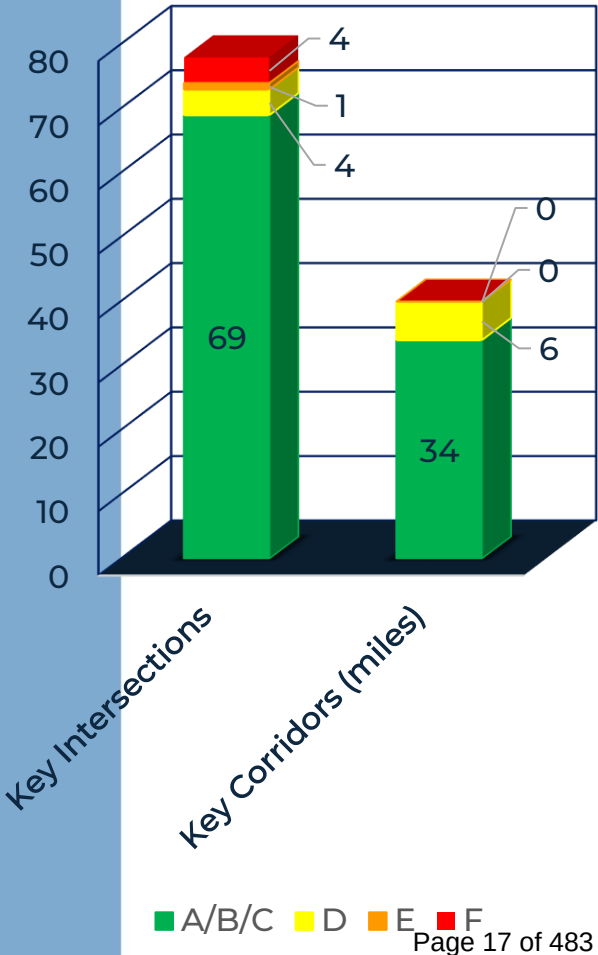
Intersections

Corridors

Existing Transportation Performance



Performance
(LOS / Delay)



Current Transportation Performance Measures



Today's PM Peak Hour (~ 5-6 PM)

Among key study-area intersections (signal & stop):



319 Hours of Delay



1,621 Gallons of Gas



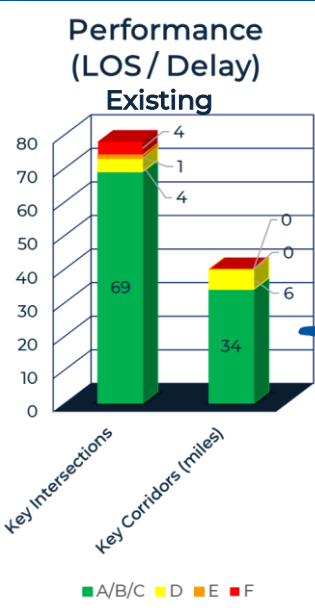
44,550 Stops

Future Transportation Concerns

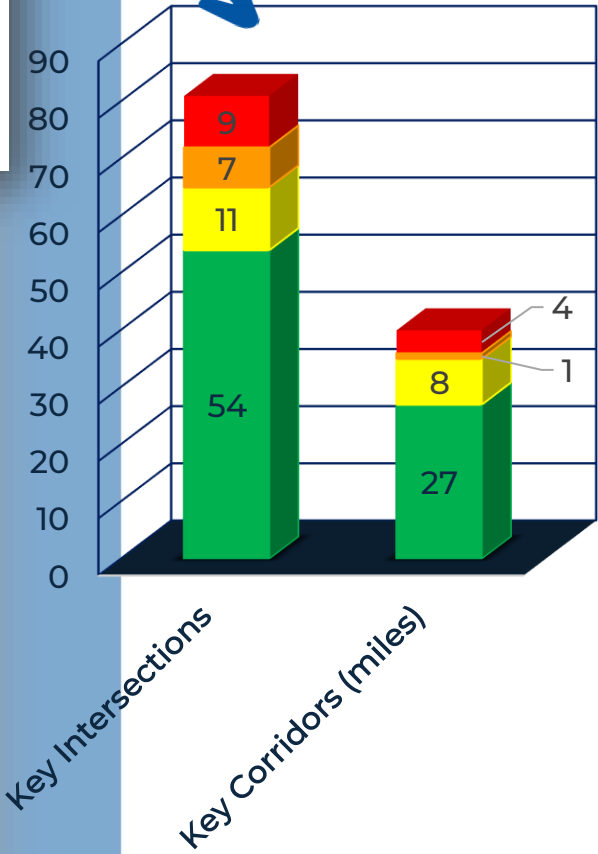


2030 Transportation Conditions

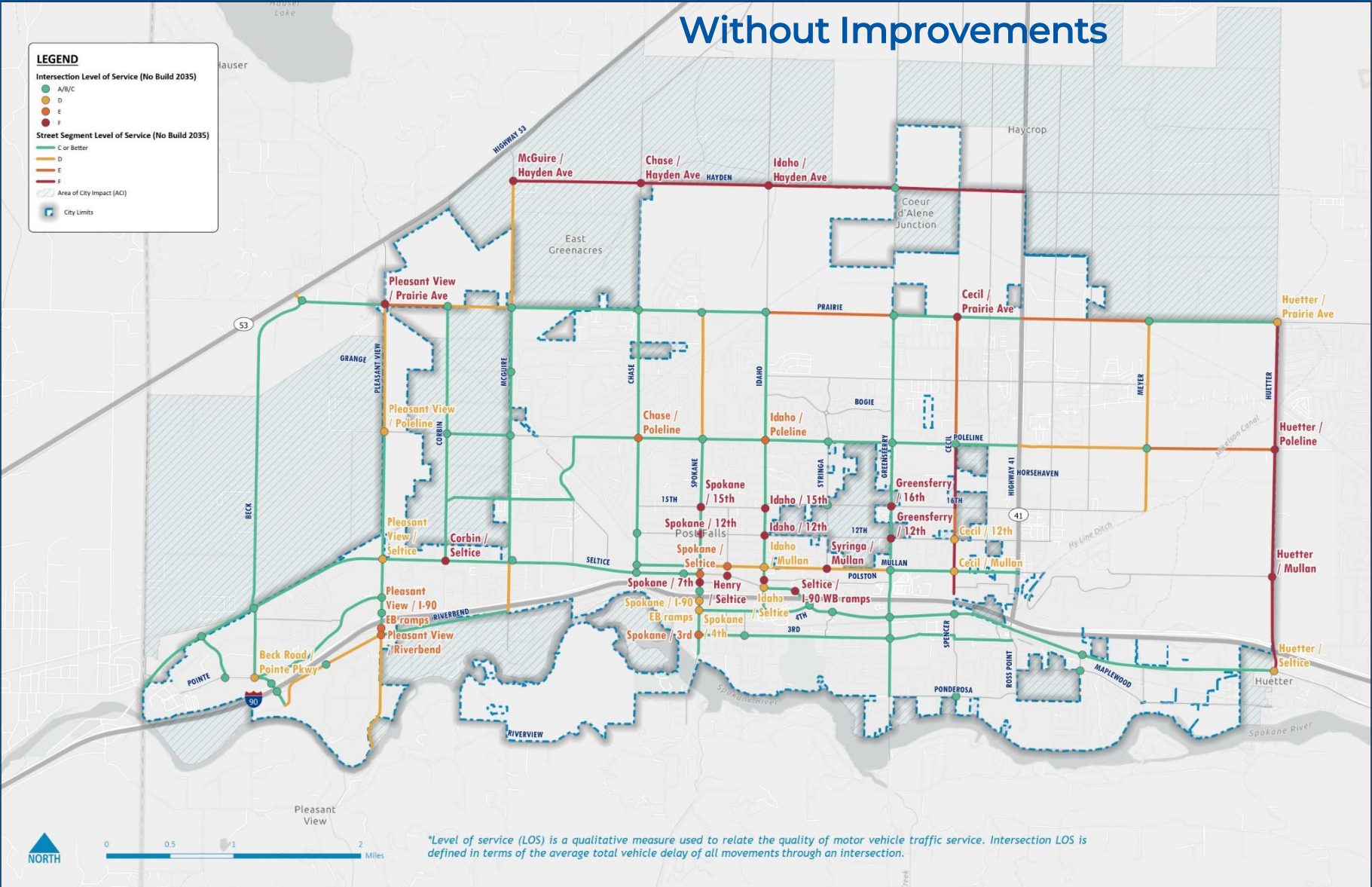
Without Improvements



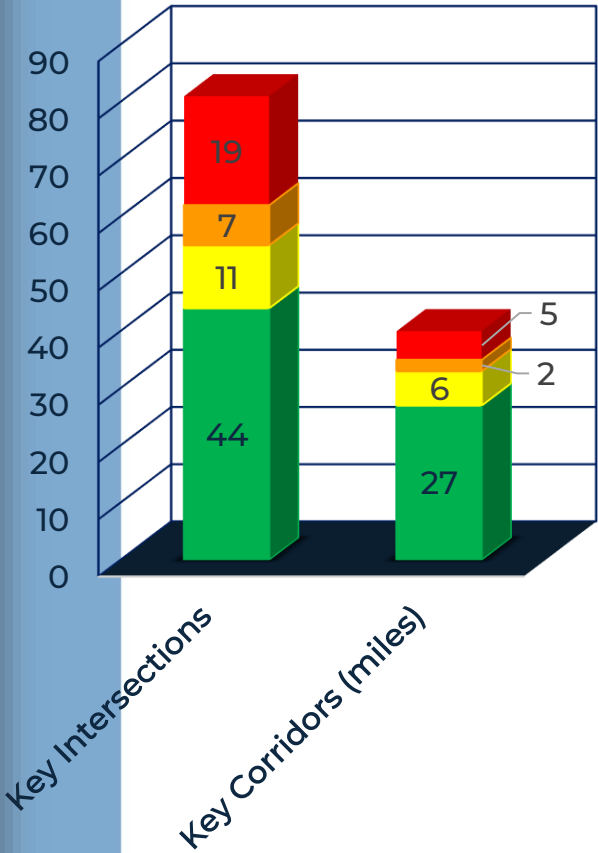
Performance (LOS / Delay)



2035 Transportation Conditions



Performance (LOS / Delay)



2045 Transportation Conditions

Without Improvements

LEGEND

Intersection Level of Service (No Build 2045)

A/B/C

D

E

F

Street Segment Level of Service (No Build 2045)

C or Better

D

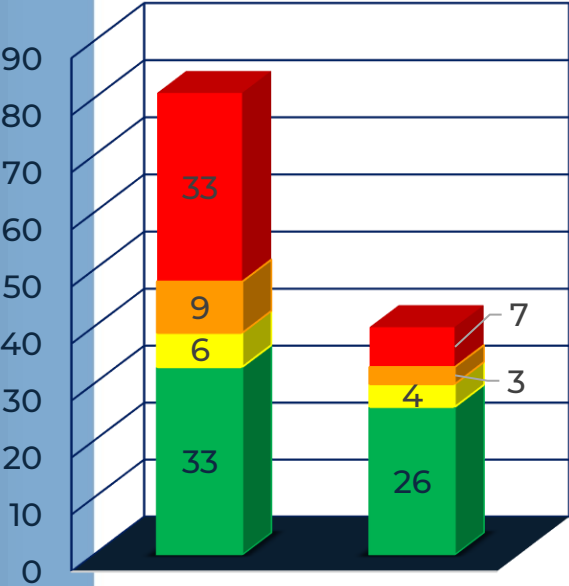
E

F

Area of City Impact (ACI)

City Limits

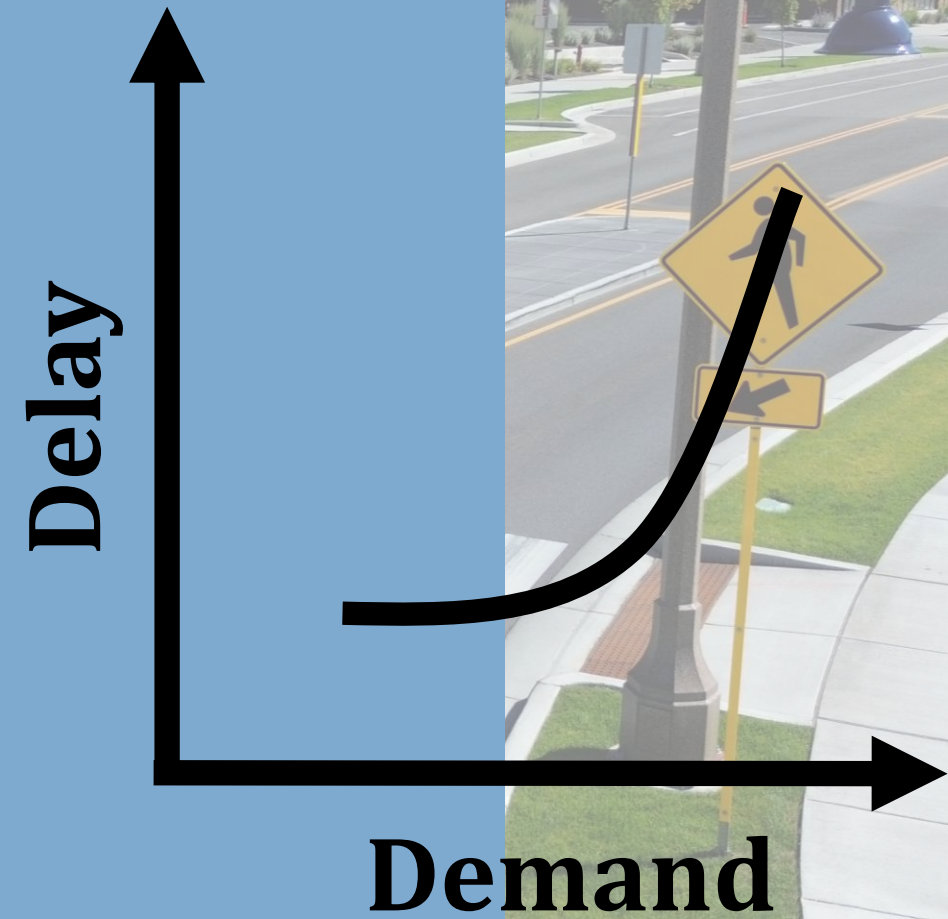
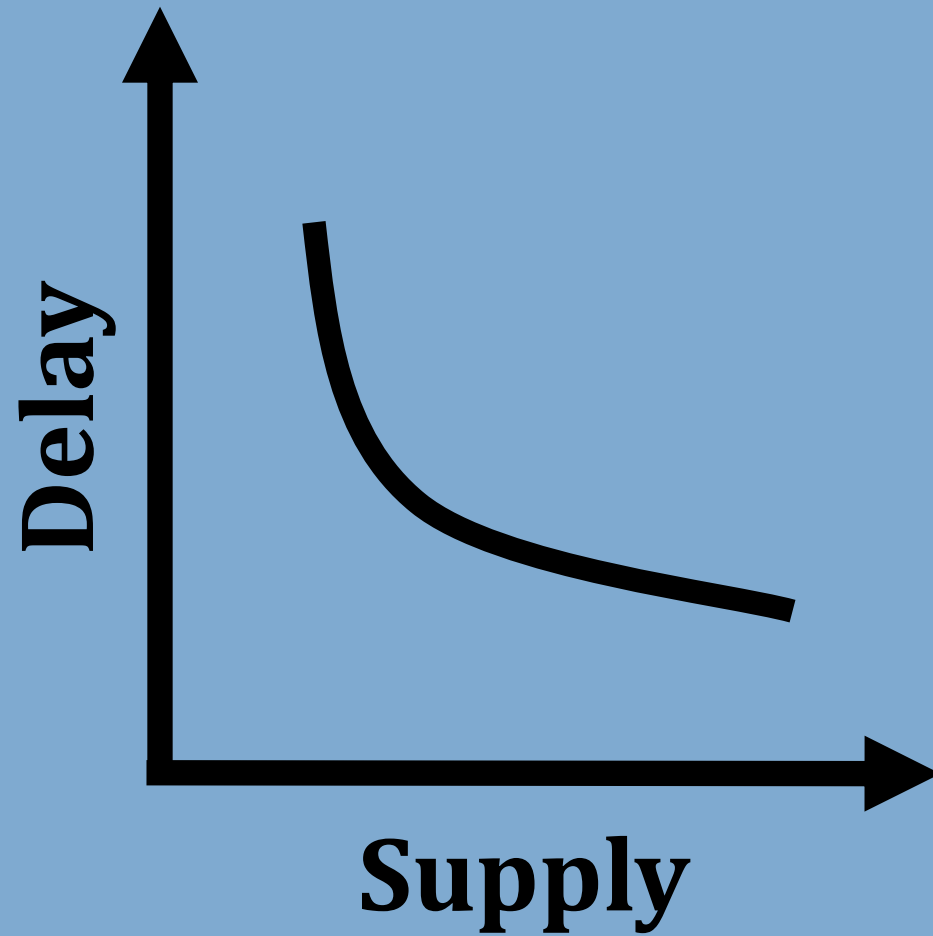
Performance (LOS / Delay)



Key Intersections

Key Corridors (miles)

What can we do?



What can we do?

Change Land Use

Reduce the Demand



- Mixed-use zoning near job centers
- Infill and higher-density at appropriate locations

Increase Efficiencies

Moderate the demand



- Signal timing enhancements
- Employer telework and commute incentive programs
- Vanpools/carpools and ridematching

Promote Other Modes

Transfer the demand



- Transit coordination (CityLink / County)
- Traffic distribution promoting other routes
- Bicycle lanes, cycle tracks, and shared-use paths
- Complete streets retrofits for safe walking

Expand Infrastructure

Increase the supply



- Intersection capacity improvements (RABs & signals)
- Corridor capacity expansions

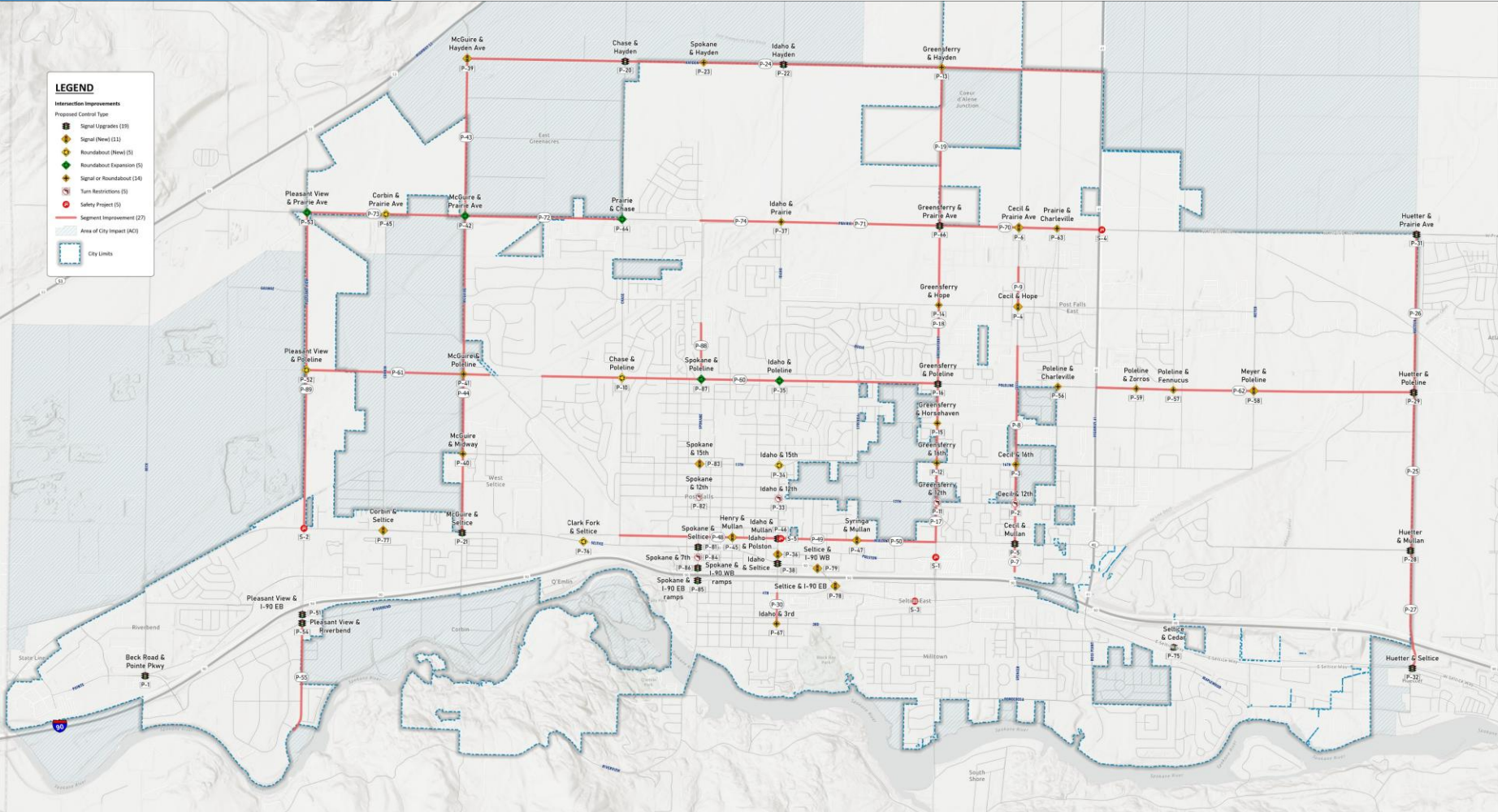




Future Transportation Planning

... increasing the *supply*

Planning an acceptable future!



PROPOSED VEHICULAR CAPACITY IMPROVEMENTS

Post Falls Transportation Master Plan



0 0.5 1 2 Miles



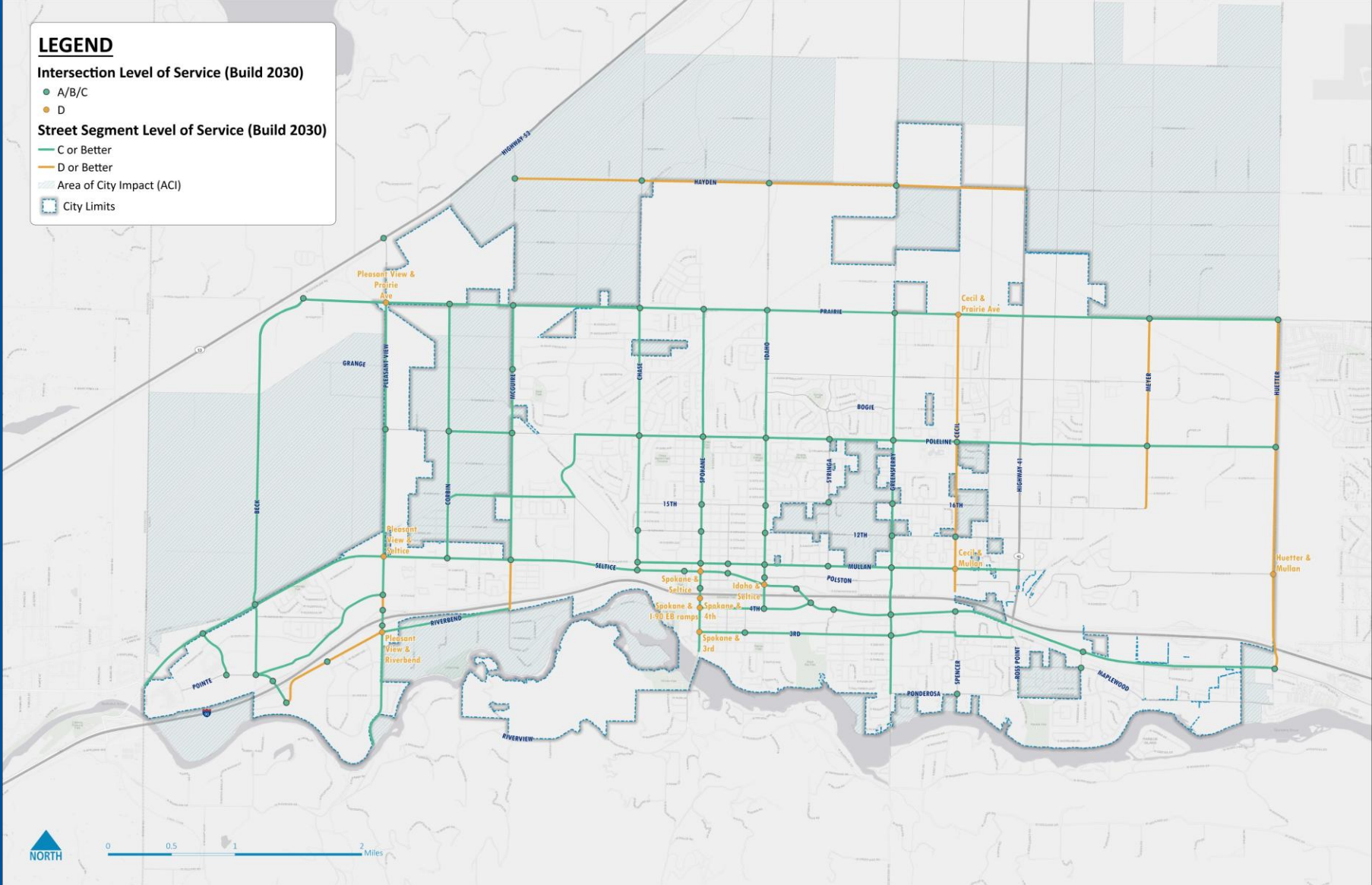
91 Projects (20 yrs)	
Short-Term by 2030	
Mid-Term by 2035	
Long-Term by 2045	
Intersection Projects	
19	Signal Upgrades
11	New Signals
5	New Roundabouts
5	Roundabout Expansions
14	New (S or R) Control
5	¾ Turn Restrictions
5	Safety Actions
27	Corridor Expansions
31	Miles of Roadway Expansion

\$380 M
Investment

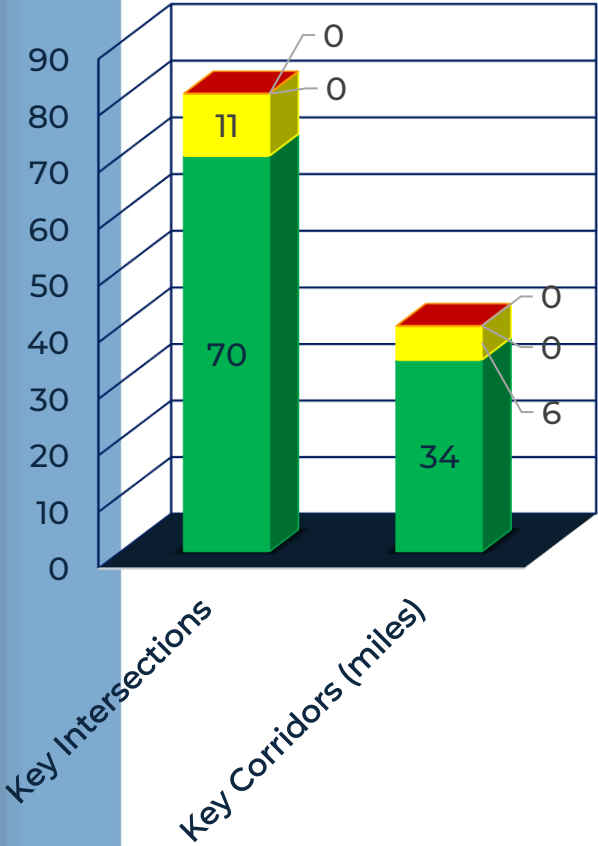
28 Short-Term Projects (by 2030)

P-2	CECIL RD AND 12TH AVE INTERSECTION	INSTALL 3/4 TURN MOVEMENT CHANNELIZATION	Short Term (2025-2030)
P-5	CECIL RD AND MULLAN AVE INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Short Term (2025-2030)
P-11	GREENSFERRY RD AND 12TH AVE INTERSECTION	INSTALL 3/4 TURN MOVEMENT CHANNELIZATION	Short Term (2025-2030)
P-13	GREENSFERRY RD AND HAYDEN AVE INTERSECTION	ADD SIGNAL OR MULTI-LANE ROUNDABOUT	Short Term (2025-2030)
P-20	HAYDEN AVE AND CHASE RD INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Short Term (2025-2030)
P-22	HAYDEN AVE AND IDAHO ST INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Short Term (2025-2030)
P-23	HAYDEN AVE AND SPOKANE ST INTERSECTION	ADD SIGNAL OR ROUNDABOUT	Short Term (2025-2030)
P-24	HAYDEN AVE CORRIDOR - MCGUIRE RD TO SH-41	WIDEN TO ACCOMODATE 3-LANES	Short Term (2025-2030)
P-25	HUETTER RD CORRIDOR - MULLAN AVE TO POLELINE AVE	WIDEN TO ACCOMODATE 5-LANES	Short Term (2025-2030)
P-26	HUETTER RD CORRIDOR - POLELINE AVE TO PRAIRIE AVE	WIDEN TO ACCOMODATE 5-LANES	Short Term (2025-2030)
P-27	HUETTER RD CORRIDOR - SELTICE AVE TO MULLAN AVE	WIDEN TO ACCOMODATE 5-LANES	Short Term (2025-2030)
P-28	HUETTER RD AND MULLAN AVE INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Short Term (2025-2030)
P-29	HUETTER RD AND POLELINE AVE INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Short Term (2025-2030)
P-30	IDAHO ST CORRIDOR - 3RD AVE TO 4TH AVE	ROADWAY EXTENSION (3 LANES)	Short Term (2025-2030)
P-33	IDAHO ST AND 12TH AVE INTERSECTION	INSTALL 3/4 TURN MOVEMENT CHANNELIZATION	Short Term (2025-2030)
P-34	IDAHO ST AND 15TH AVE INTERSECTION	ADD NEW MULTI-LANE ROUNDABOUT	Short Term (2025-2030)
P-36	IDAHO ST AND POLSTON AVE INTERSECTION	INSTALL NEW SIGNAL	Short Term (2025-2030)
P-38	IDAHO ST AND SELTICE WAY INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Short Term (2025-2030)
P-39	MCGUIRE RD AND HAYDEN AVE INTERSECTION	INSTALL NEW SIGNAL	Short Term (2025-2030)
P-47	MULLAN AVE AND SYRINGA ST INTERSECTION	INSTALL NEW SIGNAL	Short Term (2025-2030)
P-51	PLEASANT VIEW RD AND I-90 EB RAMP INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Short Term (2025-2030)
P-67	IDAHO ST AND 3RD AVE INTERSECTION	ADD SIGNAL OR ROUNDABOUT	Short Term (2025-2030)
P-77	SELTICE WAY AND CORBIN RD INTERSECTION	INSTALL NEW SIGNAL	Short Term (2025-2030)
P-78	SELTICE WAY AND I-90 EB RAMP INTERSECTION	INSTALL NEW SIGNAL	Short Term (2025-2030)
P-79	SELTICE WAY AND I-90 WB RAMP INTERSECTION	INSTALL NEW SIGNAL	Short Term (2025-2030)
P-82	SPOKANE ST AND 12TH AVE INTERSECTION	INSTALL 3/4 TURN MOVEMENT CHANNELIZATION	Short Term (2025-2030)
P-83	SPOKANE ST AND 15TH AVE INTERSECTION	INSTALL NEW SIGNAL	Short Term (2025-2030)
P-84	SPOKANE ST AND 7TH AVE INTERSECTION	INSTALL 3/4 TURN MOVEMENT CHANNELIZATION	Short Term (2025-2030)

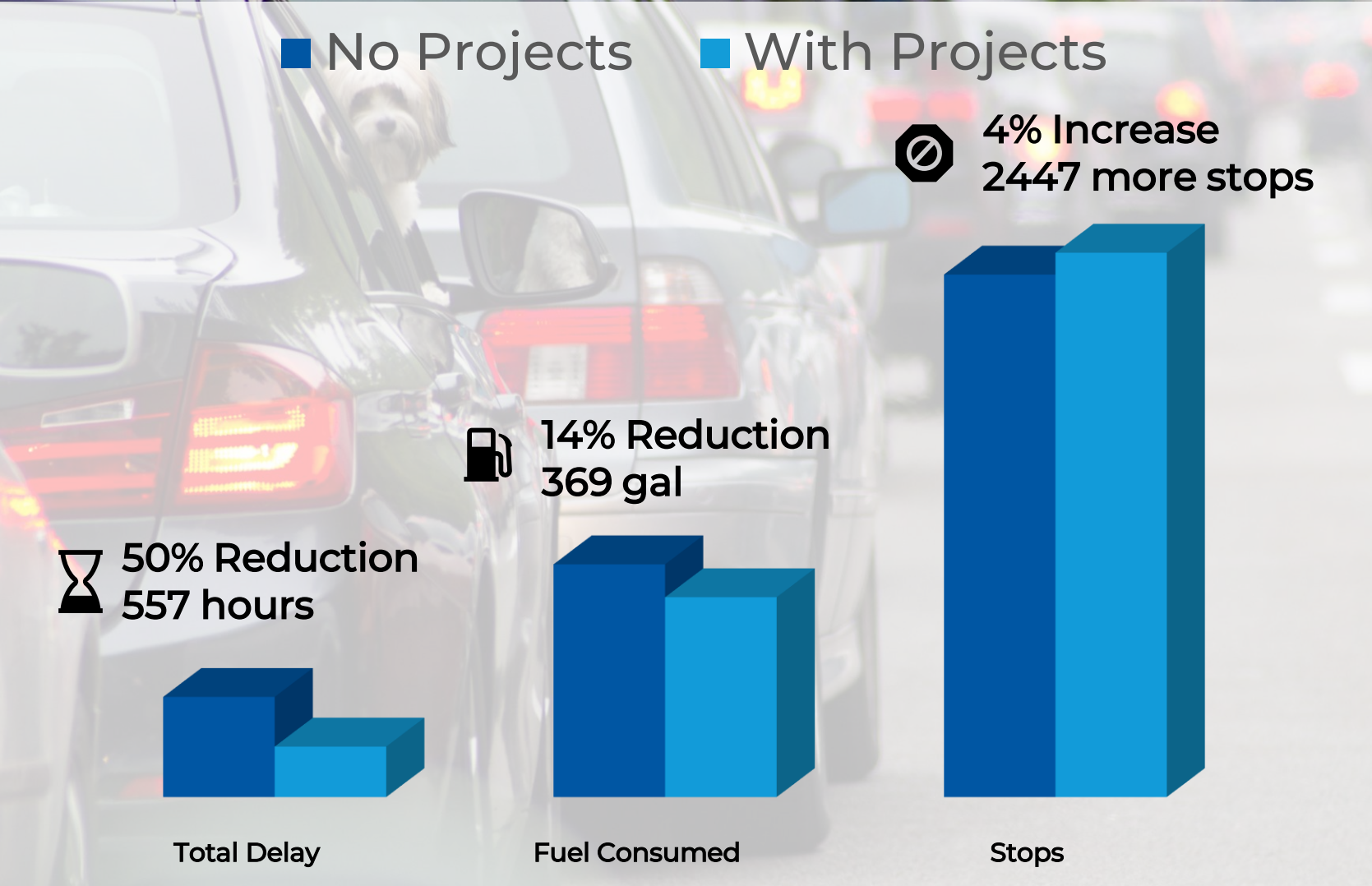
2030 Short-Term Project Results



Performance
(LOS / Delay)



2030 System Performance (PM Peak-Hour at Signals and Stop Controlled)



31 Mid-Term Projects (by 2035)

P-3	CECIL RD AND 16TH AVE INTERSECTION	ADD SIGNAL OR ROUNDABOUT	Medium Term (2031-2035)
P-4	CECIL RD AND HOPE AVE INTERSECTION	INSTALL NEW SIGNAL	Medium Term (2031-2035)
P-6	CECIL RD AND PRAIRIE AVE INTERSECTION	INSTALL NEW SIGNAL	Medium Term (2031-2035)
P-7	CECIL RD CORRIDOR - 12TH AVE TO JENALAN AVE	WIDEN TO ACCOMMODATE 3-LANES	Medium Term (2031-2035)
P-8	CECIL RD CORRIDOR - BOGIE DR TO 12TH AVE	WIDEN TO ACCOMMODATE 3-LANES	Medium Term (2031-2035)
P-9	CECIL RD CORRIDOR - KILLDEER AVE TO HOPE AVE	WIDEN TO ACCOMMODATE 3-LANES	Medium Term (2031-2035)
P-10	CHASE RD AND POLELINE AVE INTERSECTION	ADD NEW SINGLE-LANE ROUNDABOUT	Medium Term (2031-2035)
P-12	GREENSFERRY RD AND 16TH AVE INTERSECTION	ADD SIGNAL OR MULTI-LANE ROUNDABOUT	Medium Term (2031-2035)
P-14	GREENSFERRY RD AND HOPE AVE INTERSECTION	ADD SIGNAL OR ROUNDABOUT	Medium Term (2031-2035)
P-15	GREENSFERRY RD AND HORSEHAVEN RD INTERSECTION	ADD SIGNAL OR MULTI-LANE ROUNDABOUT	Medium Term (2031-2035)
P-16	GREENSFERRY RD AND POLELINE AVE INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Medium Term (2031-2035)
P-17	GREENSFERRY RD CORRIDOR - MULLAN AVE TO POLELINE AVE	WIDEN TO ACCOMMODATE 5-LANES	Medium Term (2031-2035)
P-18	GREENSFERRY RD CORRIDOR - POLELINE AVE TO PRAIRIE AVE	WIDEN TO ACCOMMODATE 3-LANES	Medium Term (2031-2035)
P-31	HUETTER RD AND PRAIRIE AVE INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Medium Term (2031-2035)
P-32	HUETTER RD AND SELTICE WAY INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Medium Term (2031-2035)
P-35	IDAHO ST AND POLELINE AVE INTERSECTION	RECONSTRUCT NEW MULTI-LANE ROUNDABOUT	Medium Term (2031-2035)
P-37	IDAHO ST AND PRAIRIE AVE INTERSECTION	ADD SIGNAL OR MULTI-LANE ROUNDABOUT	Medium Term (2031-2035)
P-45	MULLAN AVE AND HENRY ST INTERSECTION	INSTALL NEW SIGNAL	Medium Term (2031-2035)
P-53	PLEASANT VIEW RD AND PRAIRIE AVE INTERSECTION	RECONSTRUCT TO NEW MULTI-LANE ROUNDABOUT	Medium Term (2031-2035)
P-56	POLELINE AVE AND CHARLEVILLE RD INTERSECTION	ADD SIGNAL OR ROUNDABOUT	Medium Term (2031-2035)
P-60	POLELINE AVE CORRIDOR - CLARK FORK PKWY TO GREENSFERRY RD	WIDEN TO ACCOMMODATE 3-LANES	Medium Term (2031-2035)
P-61	POLELINE AVE CORRIDOR - PLEASANT VIEW RD TO ROSLYN DR	WIDEN TO ACCOMMODATE 3-LANES	Medium Term (2031-2035)
P-62	POLELINE AVE CORRIDOR - SH-41 TO HUETTER RD	WIDEN TO ACCOMMODATE 5-LANES	Medium Term (2031-2035)
P-64	PRAIRIE AVE AND CHASE RD INTERSECTION	RECONSTRUCT TO MULTI-LANE ROUNDABOUT	Medium Term (2031-2035)
P-66	PRAIRIE AVE AND GREENSFERRY RD INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Medium Term (2031-2035)
P-70	PRAIRIE AVE CORRIDOR - GREENSFERRY RD TO SH-41	WIDEN TO ACCOMMODATE 5-LANES	Medium Term (2031-2035)
P-71	PRAIRIE AVE CORRIDOR - IDAHO ST TO GREENSFERRY RD	WIDEN TO ACCOMMODATE 5-LANES	Medium Term (2031-2035)
P-72	PRAIRIE AVE CORRIDOR - MCGUIRE RD TO CHASE RD	WIDEN TO ACCOMMODATE 5-LANES	Medium Term (2031-2035)
P-73	PRAIRIE AVE CORRIDOR - PLEASANT VIEW RD TO MCGUIRE RD	WIDEN TO ACCOMMODATE 5-LANES	Medium Term (2031-2035)
P-74	PRAIRIE AVE CORRIDOR - SPOKANE ST TO IDAHO ST	WIDEN TO ACCOMMODATE 5-LANES	Medium Term (2031-2035)
P-81	SELTICE WAY AND SPOKANE ST INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Medium Term (2031-2035)

2035 Mid-Term Project Results

LEGEND

Intersection Level of Service (2035)

A/B/C

D

Street Segment Level of Service (2035)

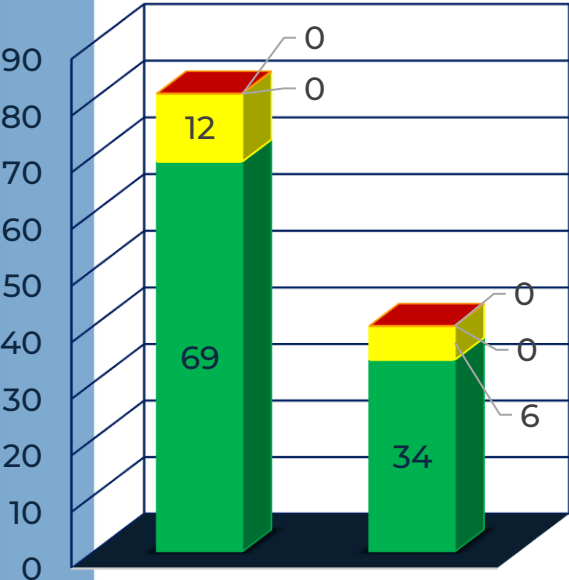
C or Better

D or better

Area of City Impact (ACI)

City Limits

Performance
(LOS / Delay)

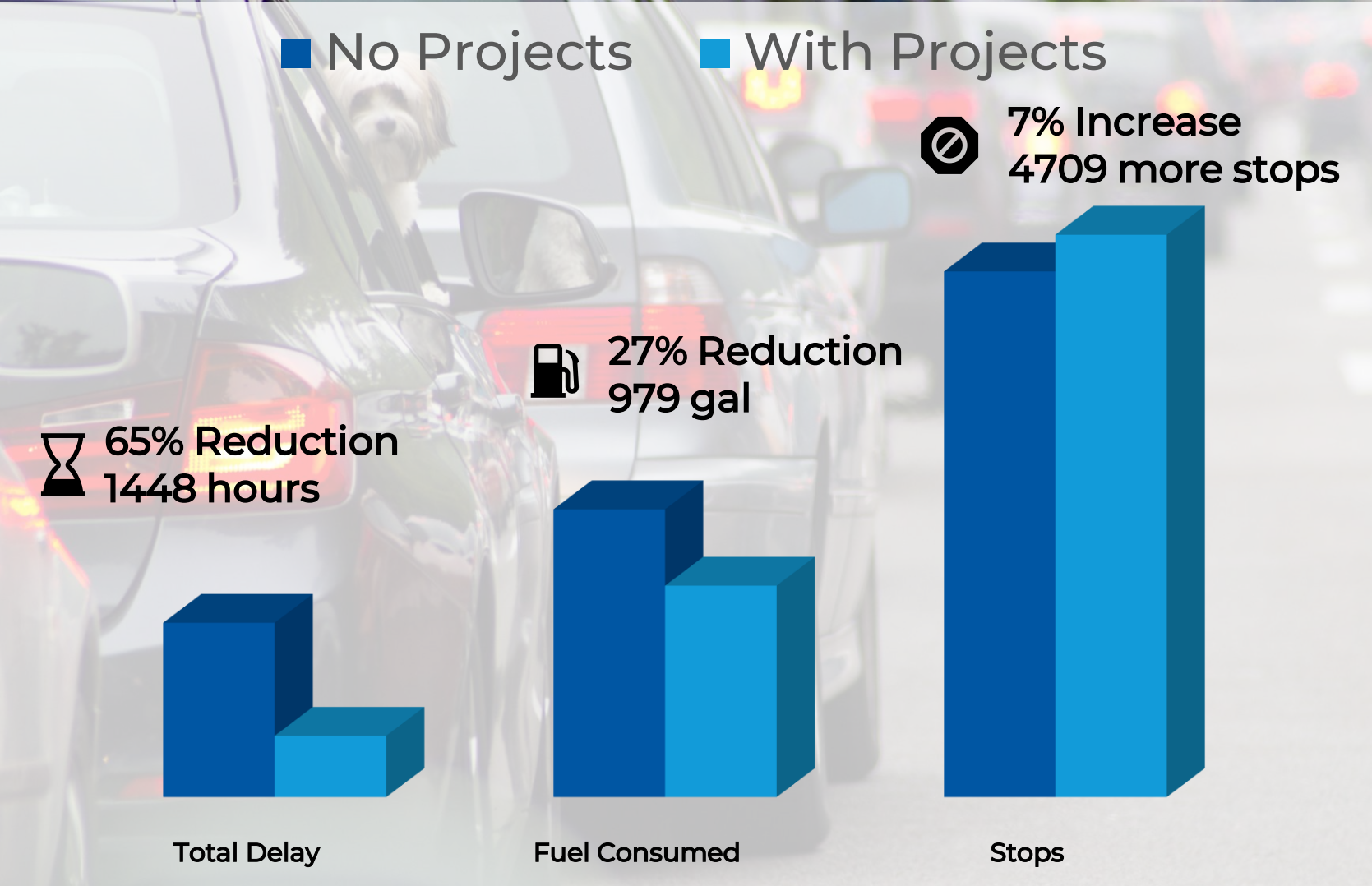


Key Intersections

Key Corridors (miles)

A/B/C D E F

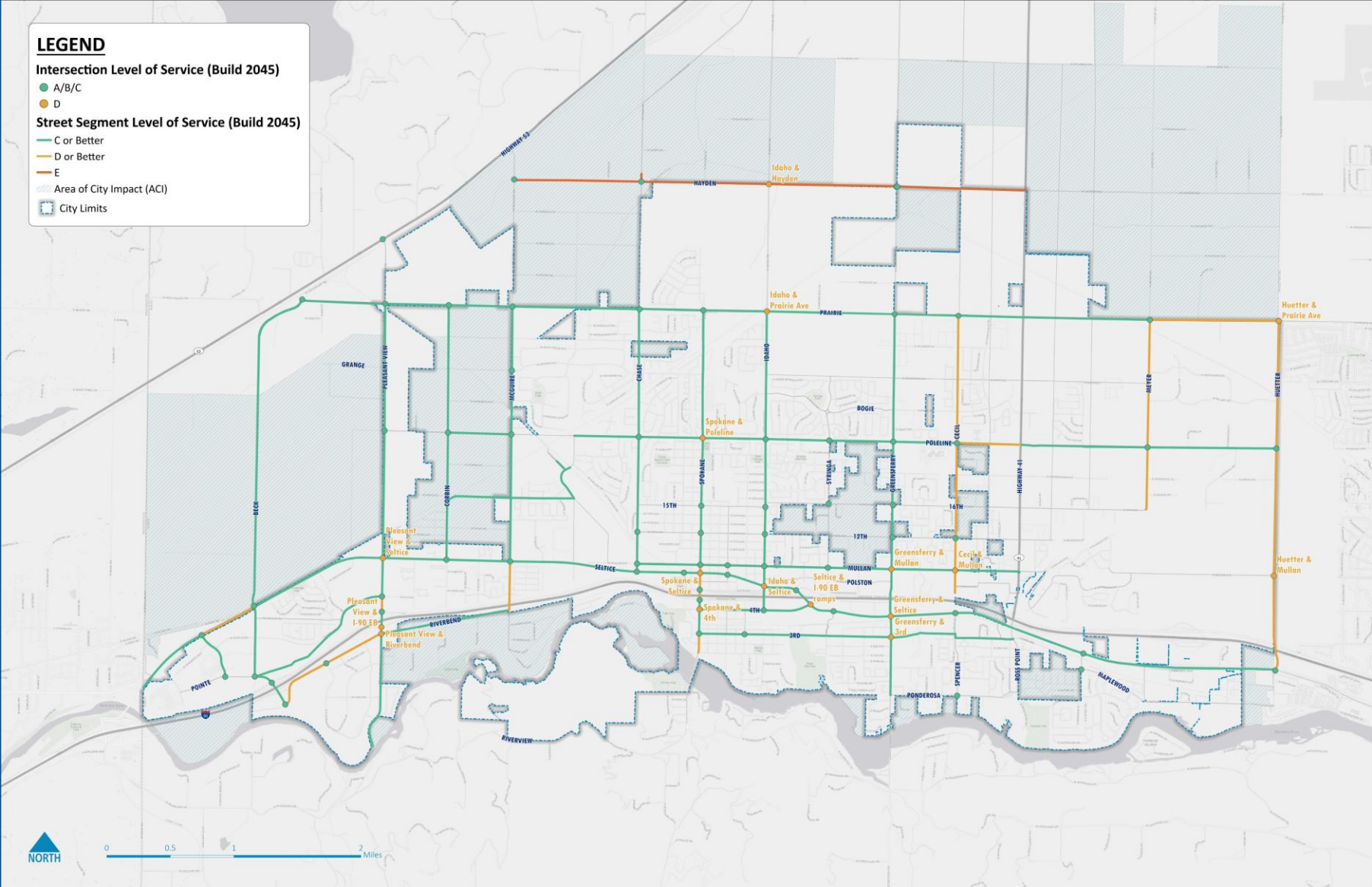
2035 System Performance (PM Peak-Hour at Signals and Stop Controlled)



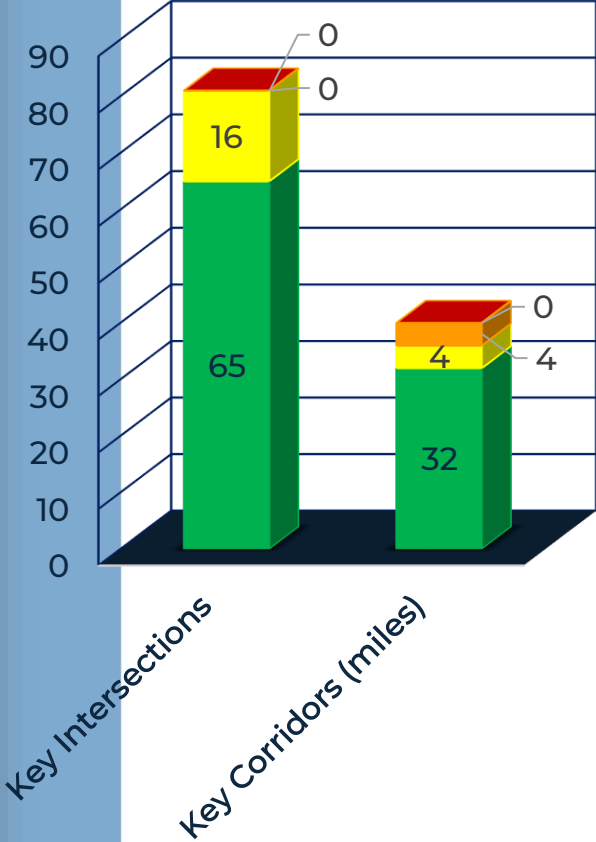
27 Long-Term Projects (by 2045)

P-1	BECK RD AND POINTE PKWY INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Long Term (2036-2045)
P-19	GREENSFERRY RD CORRIDOR - PRAIRIE AVE TO HAYDEN AVE	WIDEN TO ACCOMMODATE 3-LANES	Long Term (2036-2045)
P-21	MCGUIRE RD AND SELTICE WAY INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Long Term (2036-2045)
P-40	MCGUIRE RD AND MIDWAY AVE INTERSECTION	ADD SIGNAL OR MULTI-LANE ROUNDABOUT	Long Term (2036-2045)
P-41	MCGUIRE RD AND POLELINE AVE INTERSECTION	ADD SIGNAL OR MULTI-LANE ROUNDABOUT	Long Term (2036-2045)
P-42	MCGUIRE RD AND PRAIRIE AVE INTERSECTION	RECONSTRUCT TO MULTI-LANE ROUNDABOUT	Long Term (2036-2045)
P-43	MCGUIRE RD CORRIDOR - PRAIRIE AVE TO HAYDEN AVE	WIDEN TO ACCOMMODATE 3-LANES	Long Term (2036-2045)
P-44	MCGUIRE RD CORRIDOR - PRAIRIE AVE TO SELTICE WAY	WIDEN TO ACCOMMODATE 5-LANES	Long Term (2036-2045)
P-46	MULLAN AVE AND IDAHO ST INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Long Term (2036-2045)
P-48	MULLAN AVE CORRIDOR - IDAHO ST TO CHASE RD	WIDEN TO ACCOMMODATE 3-LANES	Long Term (2036-2045)
P-49	MULLAN AVE CORRIDOR - IDAHO ST TO SYRINGA ST	WIDEN TO ACCOMMODATE 5-LANES	Long Term (2036-2045)
P-50	MULLAN AVE CORRIDOR - SYRINGA ST TO GREENSFERRY RD	WIDEN TO ACCOMMODATE 5-LANES	Long Term (2036-2045)
P-52	PLEASANT VIEW RD AND POLELINE AVE INTERSECTION	ADD NEW MULTI-LANE ROUNDABOUT	Long Term (2036-2045)
P-54	PLEASANT VIEW RD AND RIVERBEND AVE INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Long Term (2036-2045)
P-55	PLEASANT VIEW RD CORRIDOR - RIVERBEND AVE TO OWYHEE ST	WIDEN TO ACCOMMODATE 3-LANES	Long Term (2036-2045)
P-57	POLELINE AVE AND FENNECUS RD INTERSECTION	ADD SIGNAL OR ROUNDABOUT	Long Term (2036-2045)
P-58	POLELINE AVE AND MEYER RD INTERSECTION	INSTALL NEW SIGNAL	Long Term (2036-2045)
P-59	POLELINE AVE AND ZORROS ST INTERSECTION	ADD SIGNAL OR ROUNDABOUT	Long Term (2036-2045)
P-63	PRAIRIE AVE AND CHARLEVILLE RD INTERSECTION	ADD SIGNAL OR ROUNDABOUT	Long Term (2036-2045)
P-65	PRAIRIE AVE AND CORBIN RD INTERSECTION	ADD NEW MULTI-LANE ROUNDABOUT	Long Term (2036-2045)
P-75	SELTICE WAY AND CEDAR ST INTERSECTION	RECONFIGURE INTERSECTION AND ADD NORTH LEG	Long Term (2036-2045)
P-76	SELTICE WAY AND CLARK FORK PKWY INTERSECTION	ADD NEW MULTI-LANE ROUNDABOUT	Long Term (2036-2045)
P-85	SPOKANE ST AND I-90 EB INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Long Term (2036-2045)
P-86	SPOKANE ST AND I-90 WB INTERSECTION	RECONFIGURE INTERSECTION AND SIGNAL	Long Term (2036-2045)
P-87	SPOKANE ST AND POLELINE AVE INTERSECTION	RECONSTRUCT TO MULTI-LANE ROUNDABOUT	Long Term (2036-2045)
P-88	SPOKANE ST CORRIDOR - CRESTVIEW DR TO ROSE AVE	INSTALL LEFT TURN POCKETS AT SHARON DR AND CRESTVIEW CT	Long Term (2036-2045)
P-89	PLEASANT VIEW RD CORRIDOR - INTERSTATE/UPRR TO HWY 53	WIDEN TO ACCOMMODATE 5-LANES	Long Term (2036-2045)

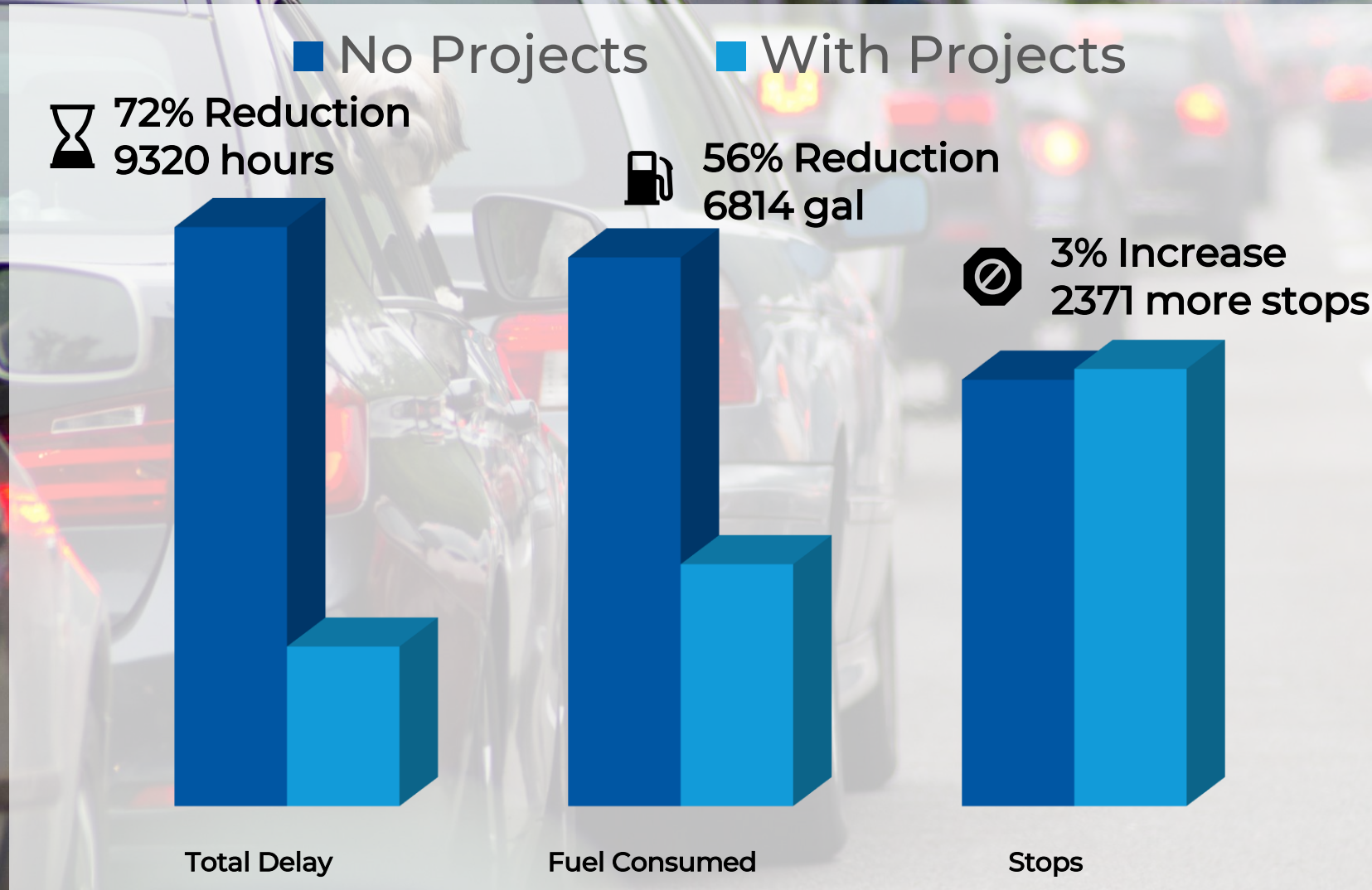
2045 Long-Term Project Results



Performance
(LOS / Delay)



2045 System Performance (PM Peak-Hour at Signals and Stop Controlled)





Multi-Modal Enhancements

... transferring the *demand*

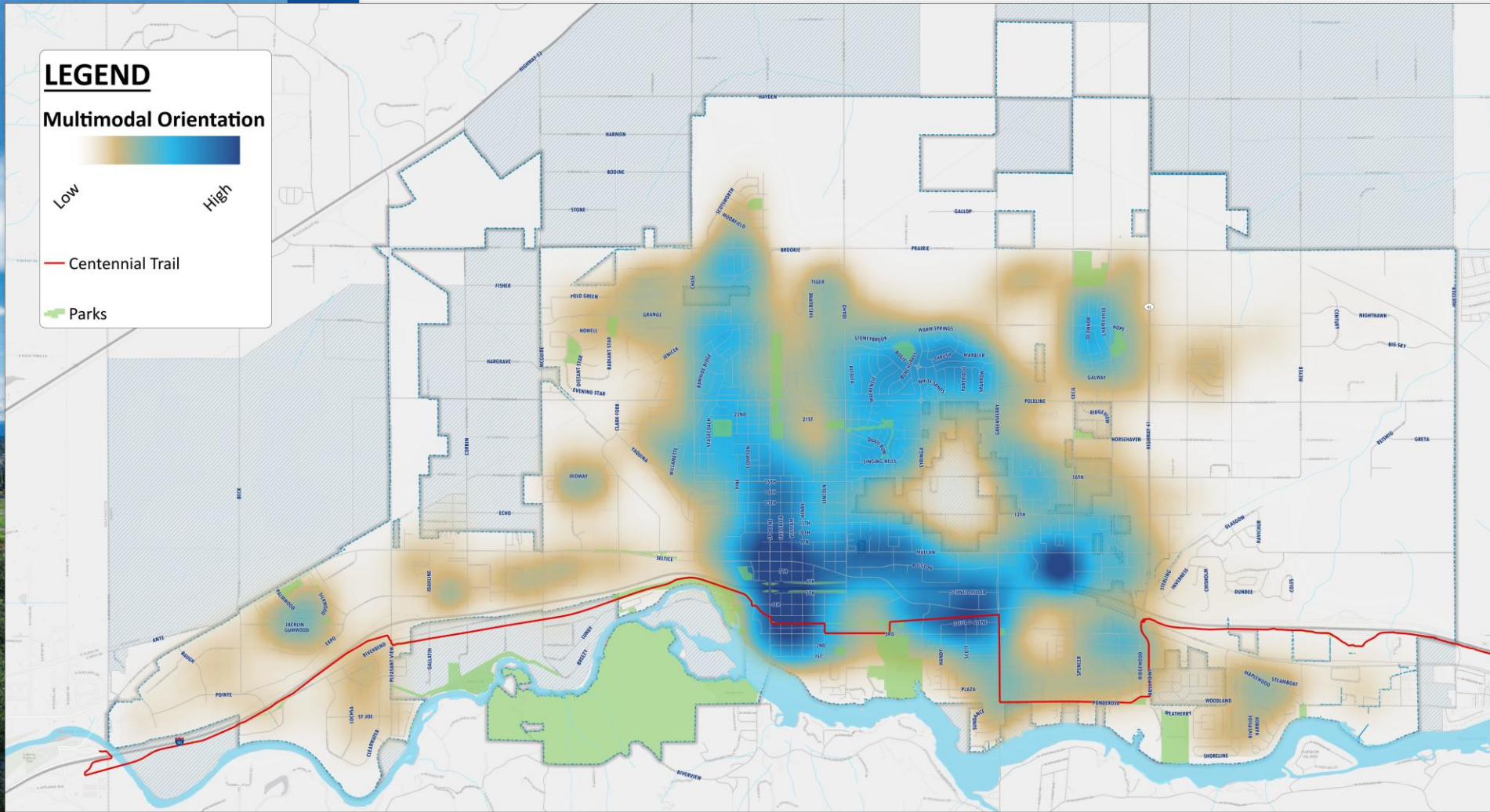
LEGEND

Multimodal Orientation



Centennial Trail

Parks



MULTIMODAL POTENTIAL

Post Falls Transportation Master Plan



0 0.5 1 2 Miles



Multi-Modal Potential

Heat Map

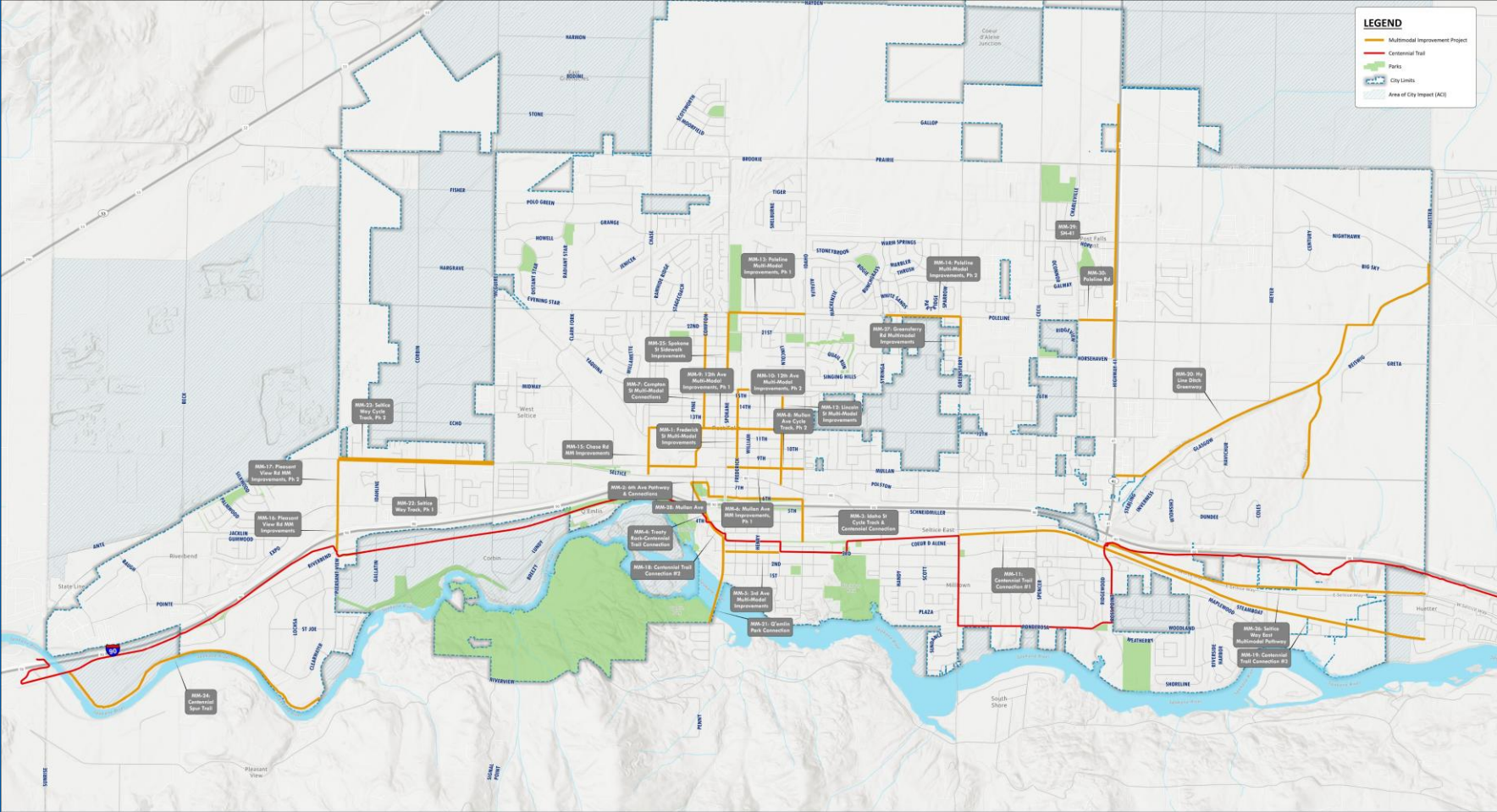
- ✓ Population Density
- ✓ Employment Density
- ✓ % Households with Zero or One Car
- ✓ Mix of Uses
- ✓ Smaller Block Sizes
- ✓ Existing Sidewalk Density
- ✓ Existing Bike Facilities
- ✓ Public Comments

30 Multi-Modal Projects

ID	Project Name	Primary Street	Beginning	Ending	Project Description
MM - 1	Frederick St Multi-Modal Improvements	Frederick St	Seltice Way	16th St	Install sidewalks both sides. Install Type 2 bike Lane (N-S). Include 16th connection to PF Middle School.
MM - 2	6th Ave Pathway & Connections	6th Ave	Treaty Rock Rd	Idaho St	Connect multi-modal pathway at RR on W end Treaty Rock Rd. Install separated pathway long south side of Treaty Rock Rd, W side of Compton St, and S side of 6th Ave east to Idaho St. Hi-vis crossing with signal at I-90 ramp terminals. Install sidewalk connection from 6th to 7th at Post St.
MM - 3	Idaho St Cycle Track & Centennial Connection	Idaho St	6th Ave	Centennial Trail	Install two-way cycle track from 6th to 5th across bridge (west side only). Consider removing NBL from bridge for space (consult queuing analysis). Extend wide sidewalk connecting RAB infrastructure to Centennial Trail. Potential RR issues.
MM - 4	Treaty Rock Centennial Connction	RR	Treaty Rock Rd	4th Ave (ride lot)	Connection multi-modal pathway under freeway along RR connecting MM-2 and existing westerly trail with Centennial Trail. RR issues (assumes rail will be pathway).
MM - 5	3rd Ave Multi-Modal Improvements	3rd Ave	Spokane St	Lincoln St	Install Type 2 bike lanes both sides where missing. Install sidewalks where missing or insufficient.
MM - 6	Mullan Ave Cycle Track, Ph 1	Mullan Ave	Spokane St	Henry St	Install cycle track on Mullan Ave for lower Level-of-Stress for on-street bike lanes.
MM - 7	Compton St Multi-Modal Connections	Compton St	Mullan Ave	Poleline Ave	Install Type 2 bike lanes both sides where missing. Allow narrow travel lanes for traffic calming Install sidewalks where missing or insufficient.
MM - 8	Mullan Ave Cycle Track, Ph 2	Mullan Ave	Henry St	Idaho St	Install cycle track on Mullan Ave for lower Level-of-Stress for on-street bike lanes.
MM - 9	12th Ave Multi-Modal Improvements, Ph 1	12th Ave	Chase Rd	Spokane St	Install 2-way cycle track (aka multi-modal pathway sep by median) along south side 12th Ave. Install sidewalks where missing or insufficient. Enhance RRFB crossing at Compton St (across 12th Ave) with infrastructure. Install 3/4 intx control at Spokane St (included in CIP project) with ped refuge with RRFB Potentiall narrow 12th lanes to achieve multi-modal improvements.
MM - 10	12th Ave Multi-Modal Improvements, Ph 2	12th Ave	Spokane St	Idaho St	Install Type 2 bike lanes both sides where missing. Install sidewalks where missing or insufficient. Potentiall narrow 12th lanes to achieve multi-modal improvements. Install 3/4 intx control at Idaho St (included in CIP project) with ped refuge with RRFB.
MM - 11	Centennial Trail Connection #1	RR Corridor	Greensferry Rd	Ross Point Rd	Install multi-modal pathway on RR grade. Install RRFBs at roadway crossings. Assumes RR grade is abandoned.
MM - 12	Lincoln St Multi-Modal Improvements	Lincoln St	Seltice Way	15th Ave	Install sidewalks where missing. Install type 2 bike lanes.
MM - 13	Poleline Multi-Modal Improvements, Ph 1	Poleline Rd	Spokane St	Idaho St	Widen existing MM pathway (N side). Install RRFBs at Henry St and Lincoln St. Sidewalks along south side.
MM - 14	Poleline Multi-Modal Improvements, Ph 2	Poleline Rd	Syringa St	Greensferry Rd	Install RRFB at Gracie Way. Install missing segments of sidewalk (south side).
MM - 15	Chase Rd MM Improvements	Chase Rd	Mullan Ave	Seltice Way	Install MM trail along west side of Chase Rd from Karren Streeter Memorial Trail to Mullan Ave.
MM - 16	Pleasant View Rd MM Improvements	Pleasant View Rd	Riverbend Ave	Expo Parkway	Install MM pathway on west side of Pleasant View Rd. Connect to both the Centennial Trail and the Park and Ride. Install retaining wall supporting underslope below freeway. Include pedestrian scramble connecting Centennial Trail diagonally. Include signal re-timing in project.
MM - 17	Pleasant View Rd MM Improvements, Ph 2	Pleasant View Rd	Expo Parkway	Seltice Way	Connect MM-16 with Karren Streeter Memorial Trail at Seltice Way along west side of Pleasant View. Install multi-use pathway.
MM - 18	Centennial Trail Connection #2	RR Corridor	4th Ave	Spokane St	Install multi-modal pathway on RR grade. Install RRFBs at roadway crossings. Assumes RR grade is abandoned.
MM - 19	Centennial Trail Connection #3	RR Corridor	Ross Point Rd	Huetter Rd	Install multi-modal pathway on RR grade. Install RRFBs at roadway crossings. Assumes RR grade is abandoned.
MM - 20	Hy Line Ditch Greenway	Offsys	Mullan Ave	Prairie Trail (Huetter Rd)	Install recreational greenway in this natural resource. ROW issues, many private parcels. Include S connection along Mikelson Canal to Mullan Ave.
MM - 21	Q'emiln Park Connection	Spokane St / Riverview Dr	RR Corridor (MM-18)	Parkway Dr	Install multi-modal pathway connection across bridge into Q'emiln Park. (Install Type 2 bike lanes in interim).
MM - 22	Seltice Way Cycle Track, Ph 1	Seltice Way	Pleasant View Rd	McGuire Rd	Install cycle track along S side of Seltice Way for EB travel.
MM - 23	Seltice Way Cycle Track, Ph 2	Seltice Way	McGuire Rd	Pleasant View Rd	Install cycle track along N side of Seltice Way for WB travel.
MM - 24	Centennial Spur Trail	Spokane River	Stateline (south of I-90)	Corbin Park / McGuire Rd	Install multi-modal pathway along Spokane River as an alternate recreational route.
MM - 25	Spokane Street Sidewalk Improvements	Spokane St / Riverview Dr	16th Ave	Poleline Ave	Install missing sidewalk both sides.
MM - 26	Seltice Way East Mulit-Modal Pathway	Seltice Way	SH-41 I/C Area	Huetter Rd	Install mulit-modal pathway along north side of Seltice Way connecting trail from Cda into Post Falls (some segments exist). Connect to Centennial Trail and I/C trail system.
MM - 27	Greensferry Rd Multi-Modal Improvements	Greensferry Rd	Horsehaven Ave	Poleline Rd	Install mulit-modal pathway along E side of Greensaferry Rd. Install curb and gutter where missing. Install striped bike lanes both directions.
MM - 28	Mullan Ave	Mullan Ave	Chase Rd	Compton St	Install sidewalks both sides where missing. Install multi-modal pathway. Install type 2 bike lanes.
MM - 29	SH-41	SH-41 W ROW	Horsehaven Ave	RR Tracks	Install multi-modal pathway along W ROW of SH-41.
MM - 30	Poleline Multi-Modal Pathway	Poleline Rd	Charleville Rd	SH-41	Install sidewalks both sides where missing. Install multi-modal pathway. Install type 2 bike lanes.

Multi-Modal Improvements

30 Stand-Alone Projects
(vehicular projects have bike-
ped components)



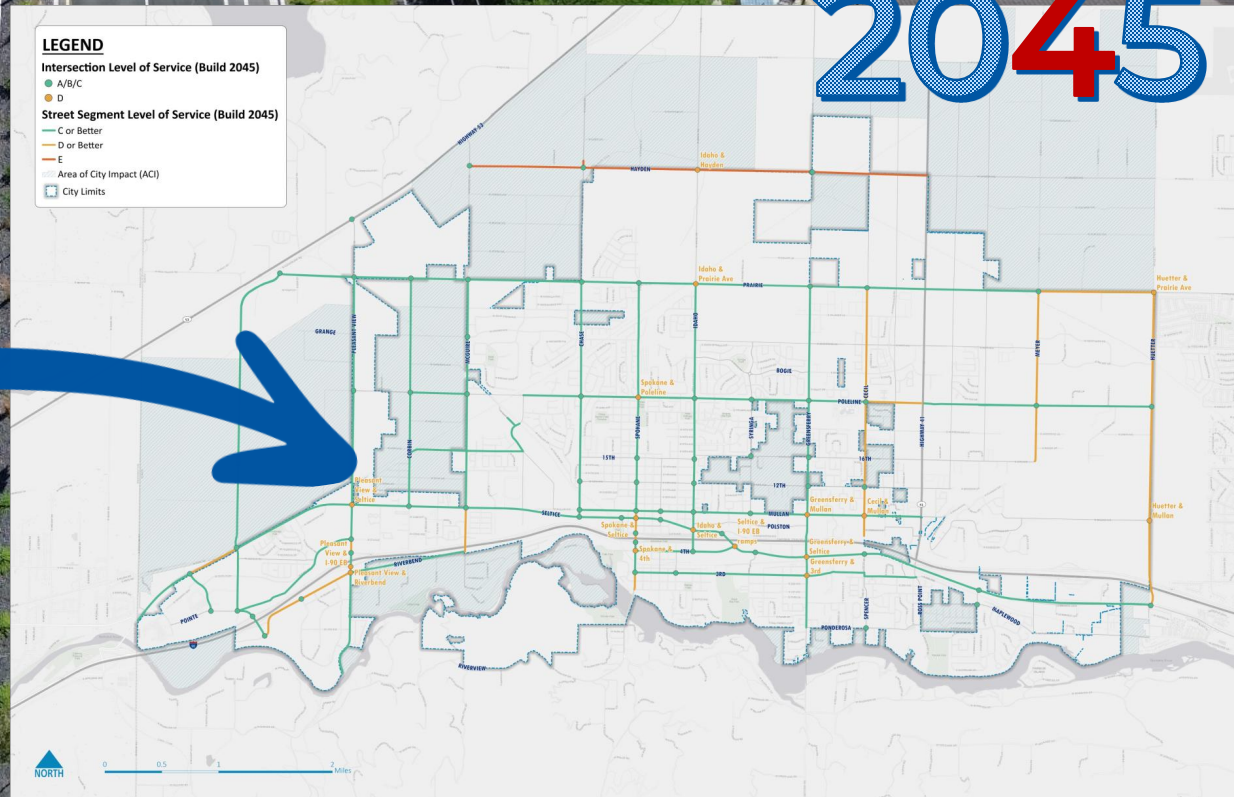
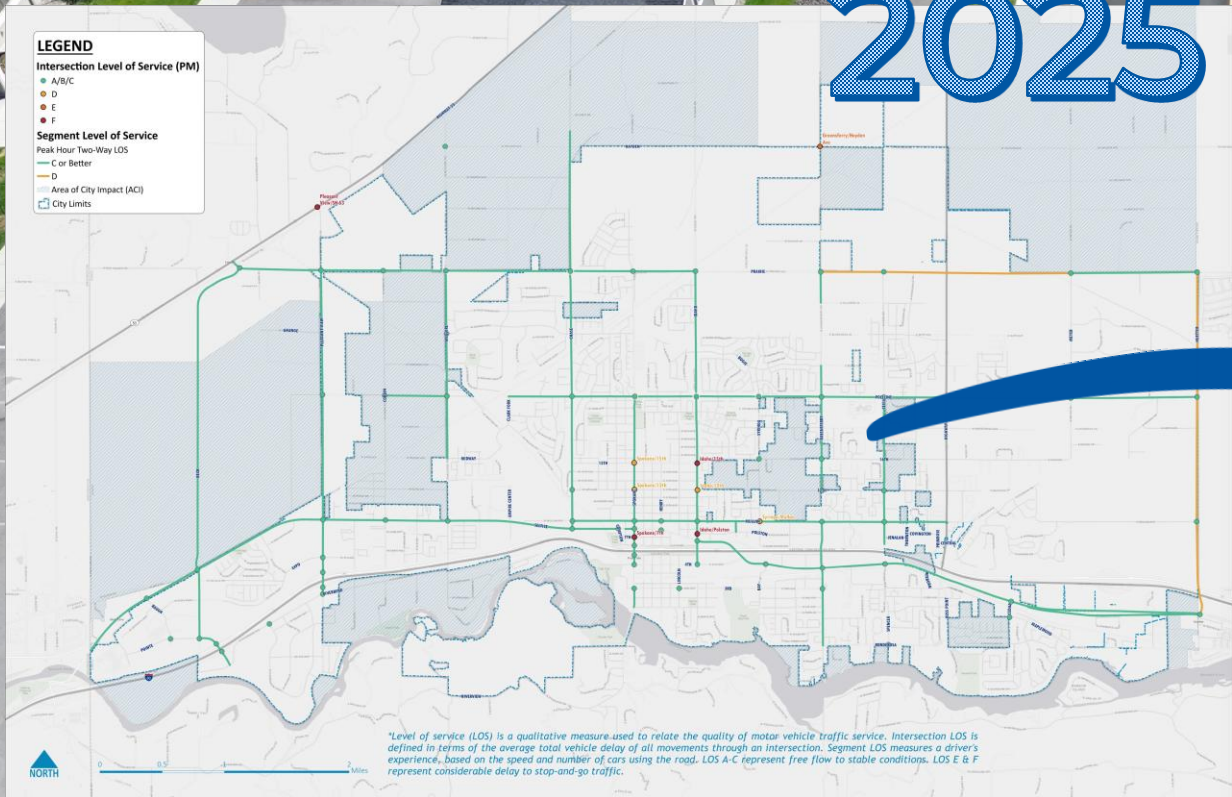
PROPOSED MULTIMODAL IMPROVEMENTS

Post Falls Transportation Master Plan



*Note: These improvements assume the RR is available for trail conversion. The projects suggested represent more immediate needs.

Conclusion Post Falls has been investing wisely



Your 2025 plan moves that strategy forward ...

What's next?

- ❖ Receive feedback from Council
- ❖ Develop Implementation Plan
- ❖ Finish Online GIS Story Map / Staff Tools
- ❖ Final Transportation Plan Completion
- ❖ Council Adoption

Questions ...
Comments ...
Discussion ...



J-U-B ENGINEERS, INC.



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

J-U-B FAMILY OF COMPANIES

**CITY OF POST FALLS
AGENDA REPORT
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Swearing in of new Parks and Recreation Director

ITEM AND RECOMMENDED ACTION:

Kris Ammerman was previously hired under a contract to be the next Parks and Recreation Director for the City of Post Falls. Mr. Ammerman began employment on December 15, 2025, and needs to take the required oath of office. This is generally done at a city council meeting.

DISCUSSION:

N/A

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None



**CITY COUNCIL
MEETING MINUTES**

**December 2, 2025
6:00 PM**

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

REGULAR MEETING – 6:00 pm City Council Chambers

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis
Steigleder, Plew, Ziegler, Westlund, Davis - Present
Malloy - Excused

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

Don't miss Winterfest this Friday here at City Hall Plaza. The campus will be alive with holiday festivities for all ages, starting with the Plaza Market at 4pm featuring local artisans, seasonal treats and unique gifts. The evening will include the lighting of the Community Christmas Tree, performances by the Post Falls elementary school choirs, strolling carolers, crafts, treats from Mrs. Claus' Kitchen and a visit with Santa in his workshop. Bring your family and friends to celebrate the season.

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar

City of Post Falls
City Council Minutes

December 2, 2025

in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- Minutes – November 18, 2025, City Council Meeting
- Payables 11.19.25-12.3.25
- September Cash and Investments
- Acceptance of the Canvassed Election Results

**Kootenai County Elections**
Jennifer Locke - Clerk
1808 N 3rd St. P.O. Box 9000 - Coeur d'Alene, ID 83816-9000
Phone (208)446-1030 - Fax (208)446-2184
http://www.kootenai.elections - Email k.elections@kcgov.us

STATE OF IDAHO
COUNTY OF Kootenai

ss.

We, the commissioners of the county and state aforesaid, acting as the **Board of Canvassers of Election**, convened on November 13th, 2025, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the Candidates and Ballot Questions as they appeared at the **Consolidated Election held on November 4, 2025** as shown by the records now on file in the County Clerk's office.


County Board of Canvassers

Attest: 
(County Seal)


K-31, Approved Secretary of State, January 2011

Kootenai County
Consolidated Election - November 4, 2025
November 04, 2025

Detailed Results by Contest

Post Falls Mayor Vote For 1									
	Scott Hays	Robert G. Johnson	Reidy Robinson	Chloe Taylor	Leah Taylor	Paul Thompson	John Thompson	Paul Thompson	Paul Thompson
Protest 001	0	0	0	0	0	1,887	0	0	0
Protest 002	0	0	0	0	0	1,887	0	0	0
Protest 003	0	0	0	0	0	1,887	0	0	0
Protest 004	0	0	0	0	0	1,887	0	0	0
Protest 005	0	0	0	0	0	1,887	0	0	0
Protest 006	0	0	0	0	0	1,887	0	0	0
Protest 007	0	0	0	0	0	1,887	0	0	0
Protest 008	0	0	0	0	0	1,887	0	0	0
Protest 009	0	0	0	0	0	1,887	0	0	0
Protest 010	0	0	0	0	0	1,887	0	0	0
Protest 011	0	0	0	0	0	1,887	0	0	0
Protest 012	0	0	0	0	0	1,887	0	0	0
Protest 013	0	0	0	0	0	1,887	0	0	0
Protest 014	0	0	0	0	0	1,887	0	0	0
Protest 015	0	0	0	0	0	1,887	0	0	0
Protest 016	0	0	0	0	0	1,887	0	0	0
Protest 017	0	0	0	0	0	1,887	0	0	0
Protest 018	0	0	0	0	0	1,887	0	0	0
Current Total	0.00	0.00	0.00	0.00	0.00	25,710	0.00	0.00	0.00

Consolidated Election - November 4, 2025 16 Last Updated: 11/12/2025 11:37:49

**Kootenai County Elections**
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1808 N 3rd St. P.O. Box 9000 - Coeur d'Alene, ID 83816-9000
Phone (208)446-1030 - Fax (208)446-2184
http://www.kootenai.elections - Email k.elections@kcgov.us

STATE OF IDAHO
COUNTY OF Kootenai

ss.

I, Jennifer Locke, Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the Candidates therein named as they appeared on the election ballot for the **Consolidated Election held on November 4, 2025** for the **City of Post Falls** as shown by the record of the Board of Canvassers filed in my office this 13th day of November, 2025.


County Clerk

(County Seal)

K-30, Approved Secretary of State, January 2011

Kootenai County
Consolidated Election - November 4, 2025
November 04, 2025

Detailed Results by Contest

Post Falls City Council Seat 2 Vote For 1									
	Scott Hays	Robert G. Johnson	Reidy Robinson	Chloe Taylor	Leah Taylor	Paul Thompson	John Thompson	Paul Thompson	Paul Thompson
Protest 001	0	0	0	0	0	1,887	0	0	0
Protest 002	0	0	0	0	0	1,887	0	0	0
Protest 003	0	0	0	0	0	1,887	0	0	0
Protest 004	0	0	0	0	0	1,887	0	0	0
Protest 005	0	0	0	0	0	1,887	0	0	0
Protest 006	0	0	0	0	0	1,887	0	0	0
Protest 007	0	0	0	0	0	1,887	0	0	0
Protest 008	0	0	0	0	0	1,887	0	0	0
Protest 009	0	0	0	0	0	1,887	0	0	0
Protest 010	0	0	0	0	0	1,887	0	0	0
Protest 011	0	0	0	0	0	1,887	0	0	0
Protest 012	0	0	0	0	0	1,887	0	0	0
Protest 013	0	0	0	0	0	1,887	0	0	0
Protest 014	0	0	0	0	0	1,887	0	0	0
Protest 015	0	0	0	0	0	1,887	0	0	0
Protest 016	0	0	0	0	0	1,887	0	0	0
Protest 017	0	0	0	0	0	1,887	0	0	0
Protest 018	0	0	0	0	0	1,887	0	0	0
Current Total	0.00	0.00	0.00	0.00	0.00	25,710	0.00	0.00	0.00

Consolidated Election - November 4, 2025 17 Last Updated: 11/12/2025 11:37:48

Kootenai County
Consolidated Election - November 4, 2025
November 04, 2025

Detailed Results by Contest

Post Falls City Council Seat 6 Vote For 1									
	Scott Hays	Robert G. Johnson	Reidy Robinson	Chloe Taylor	Leah Taylor	Paul Thompson	John Thompson	Paul Thompson	Paul Thompson
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Protest 002	0	0	0	0	0	1,887	0	0	0
Protest 003	0	0	0	0	0	1,887	0	0	0
Protest 004	0	0	0	0	0	1,887	0	0	0
Protest 005	0	0	0	0	0	1,887	0	0	0
Protest 006	0	0	0	0	0	1,887	0	0	0
Protest 007	0	0	0	0	0	1,887	0	0	0
Protest 008	0	0	0	0	0	1,887	0	0	0
Protest 009	0	0	0	0	0	1,887	0	0	0
Protest 010	0	0	0	0	0	1,887	0	0	0
Protest 011	0	0	0	0	0	1,887	0	0	0
Protest 012	0	0	0	0	0	1,887	0	0	0
Protest 013	0	0	0	0	0	1,887	0	0	0
Protest 014	0	0	0	0	0	1,887	0	0	0
Protest 015	0	0	0	0	0	1,887	0	0	0
Protest 016	0	0	0	0	0	1,887	0	0	0
Protest 017	0	0	0	0	0	1,887	0	0	0
Protest 018	0	0	0	0	0	1,887	0	0	0
Current Total	0.00	0.00	0.00	0.00	0.00	25,710	0.00	0.00	0.00

Consolidated Election - November 4, 2025 18 Last Updated: 11/12/2025 11:37:48

- e. Lingar Annexation Grant of Rights-of-Way and Easements (ANNX-24-11)
- f. Painted Rock Grant of Rights-of-Way and Easements (ANNX-25-3)
- g. The Post subdivision - Final Plat Approval
- h. Montrose 18th Addition Plat Approval
- i. G2 Development Annexation and Zoning Agreement (ANNX-25-2 & ZC-25-1)
- j. G2 Development Reasoned Decision (ANNX-25-2 & ZC-25-1)
- k. Echo Estates Annexation Reasoned Decision (ANNX-24-5)
- l. Approval to purchase a replacement van for Parks & Recreation

Motion by Ziegler to approve the Consent Calendar as presented.

Second by Westlund.

Vote: Davis-Aye, Plew-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. North Place Right of Way Vacation (VAC-25-3)

Public hearing Opened at 6:09 pm.

Staff Report Jon Manley, Planning Manager: The owner is the Schneidmiller Brothers. The applicant is Kevin Schneidmiller. The owner requests the vacation of right-of-way located in the

north place subdivision. The right-of-way abuts property owned by Schneidmiller Brothers on both sides. The vacation is necessary to accommodate future phases of the development. Staff has no concerns with the proposed vacation. Future phases of the project will dedicate the appropriate rights-of-way needed to support the planned transportation network. No utilities have been installed, and no external parcels or utility providers are affected. Existing rights-of-way do not align with the approved preliminary plat.

Applicant Kevin Schneidmiller: The right-of-way was created as part of an old plat, Post Falls Irrigated Tracts, recorded in Book C Page 78. The right-of-way abuts property owned by Schneidmiller Brothers on both sides. The right-of-way appears to have no value to the public, as it does not align with any of the approved street systems that is part of the approved preliminary subdivision on North Place or the greater street system of the City of Post Falls. For that reason, we respectfully request vacation of this right-of-way as described in the legal description as part of the vacation request application.

Testimony None

Public Hearing Closed at 6:16 pm.

**Motion by Ziegler to approve the North Place Right of Way Vacation VAC-25-3.
Second by Westlund.**

**Vote: Plew-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Davis-Aye
Motion Carried**

b. McGuire Annexation (ANNX-25-4)

Public Hearing Opened at 6:17 pm.

Staff Report Justin Sauder, Associate Planner: Owners of the property are Scott and Patricia Hall, Weed Family Trust, Prestige EMC, LLC, Wild Horse Investments, LLC. The Applicant is Whipple Consulting Engineers. The applicant is requesting the City Council to approve the request to annex approximately 18.11-acres with a Medium Density Residential (R2) zoning into the City of Post Falls. The parcel is located at the southwest corner of North McGuire Rd. and West Poleline Ave. and north of West Yukon Ave. The water provider is East Greenacres Irrigation District and the Wastewater would be serviced by the City of Post Falls. McGuire and Poleline are arterial roadways; Yukon is local. Additional rights-of-way and easements would need to be provided as part of annexation and road widening at the time of development. The proposed Medium Density Residential (R2) zone would be compatible with properties in the immediate vicinity which are utilized as single-family residential properties because the R2 zone would also allow residential uses at varying densities. The intent of the applicant is to develop the property as a detached single-family subdivision similar to the Montorse subdivision to the southeast. As such, the proposal would be consistent with the surrounding properties. Medium density residential may also be consistent with other properties on North McGuire Rd. south of the train tracks that are designated as medium-density residential that have been annexed within 2025. The purpose of the "Transitional" reference within the description from being within the county jurisdiction into a municipal jurisdiction at some time in the future, This is supported by the city's master plans and the ideology of removing septic uses over the aquifer. All adjoining right-of-way for Poleline Ave should be brought into the City of Post Falls with annexation. Yukon Ave is a local residential roadway, a 65-foot right-of-way, with a 32-foot wide roadway. The roadway shall include a 10-foot sidewalk, drainage, and utility easements along the north side. Rights-of-

way to be measured from the existing railroad right-of-way for the section of Yukon running southwest/northeast and from the center of the existing road right-of-way for the section of Yukon running east/west. As a condition of annexation, it should be identified in the annexation agreement that the property would be responsible for putting in full urban improvements of a 32-foot wide local road (roadway, sidewalks, sales, curb & gutter) along both sides of Yukon Ave for the approximately 280 feet of roadway from McGurie Rd and running parallel to the railroad. Upon development, there would be an opportunity to modify and improve Yukon Ave to create a safer environment.

Applicant Ray Kimball, Whipple Consulting Engineers: The zoning is the same as the properties to the south, fits the future land use map, and complies with the City's transportation and sewer master plans. It is consistent with the West Prairie focus area, where key policies include promoting infill development, prioritizing annexation opportunities, and supporting development patterns that are interconnected and provide pedestrian connectivity. Of the 200+ properties in the Central Island, only 19 are of a size that is easily developable, and 3 of those are either churches or mobile home parks. Of the 55 properties between Corbin and McGuire, south of Poleine, only 5 are not easily developable. Based on the comments provided by the agencies, there are no adverse impacts to the delivery of their respective services.

Testimony

In Favor

McKenna Snyder: Cited the need for coordinated, city-led development to provide affordable housing and sustainable infrastructure. Emphasized the value of responsible growth for long-term community stability.

Wade Jacklin: As a local resident and co-applicant, he highlighted the effort to unify four properties for coherent development. Noted safety improvements to Yukon Ave., aesthetic enhancements, and the need for affordable, downsized housing for retirees and young families.

Nicole Jacklin: Written testimony stating that the project was well-planned and would enhance the city's appearance while providing needed housing.

John Rudebaugh: Supported the project, emphasizing benefits to affordability and job creation. Praised the developers' efforts to align with community needs and replicate the Montrose-style neighborhood.

Darren Ducote: Written testimony stressing the region's housing shortage and the importance of supporting local trades and employment through development. Noted the economic and social sustainability the project could bring.

Jason Knox: Expressed support as a young professional concerned about housing affordability for those that would like to remain in this area. Cited data from the University of Idaho on the economic impacts of the housing shortage and urged approval to retain the workforce and small businesses.

Chris Meyer: Supported the annexation both as a long-term community member and commercial developer. Discussed the impact of housing shortages on employee retention and called for suppside solutions aligned with the city's long-term planning goals.

Andrew Rogers: Support and stated the proposal was aligned with community needs. He deferred to the thorough presentations made prior.

Jeremy Voeller: In support, did not want to speak.

Neutral: None

Opposed:

Clydene Blocker: Written testimony opposing the project due to its inconsistency with surrounding properties, the leapfrog development pattern that could landlock existing farmlands, and safety concerns related to an unreported high-pressure natural gas pipeline. Additional concerns include conflicts between new residential subdivisions and existing agricultural operations, the need to comply with the county's comprehensive plan, and the need to avoid unnecessary road expansions, such as the proposed five-lane upgrade to McGuire Rd.

Patrick Graham: Questioned the claim of affordability and suggesting the actual cost of homes would be beyond the reach of most local buyers. Expressed concern about the realignment of Yukon Ave. and the long-term viability of the development.

Tamara Dale: Objected due to the impacts on her agricultural lifestyle and livestock. Argued that the annexation contradicted previous zoning rejections, introduced safety concerns, and would harm the area's rural character.

Gerald Dale: Cited recent elections and public surveys that reflected residents' resistance to high-density growth. Argued that R2 zoning contradicted the surrounding R1 areas and represented profit-driven, unsustainable growth.

Michael Valentine: As a Post Falls resident since 1989, he values the rural lifestyle, safety, and quality of life here. The proposed annexation risks replacing these with dense urban development, loss of farmland and nature, and potential increases in crime.

Michael Gardner: Raised fiscal and environmental objections. Referenced data on long-term maintenance costs, aquifer risks, and stormwater impacts, arguing R2 zoning would burden taxpayers and degrade water quality.

Tammy Dale: Cited increased traffic, rural degradation, and unaffordability. Warned of out-of-state investment dominance and lack of mid-level housing options.

Jacob Sink: Opposed due to traffic, train-blocking incidents, and the potential of uncontrolled growth. Questioned whether the city could manage long-term consequences and called for more innovative alternatives.

Richard Heinlein: Challenged claims that R2 would yield affordability, warning against outside influence and the long-term impact of high-density zoning on aesthetics and infrastructure.

Ashley Tilton: Disputed claims of affordability and safety, asserting that road widening would disrupt existing properties and that high-density builds would burden infrastructure. Raised concerns about transparency and conflict of interest.

Jennie Beck: Written testimony voicing concerns about the loss of rural character, overtaxed infrastructure, and the lack of representation for affected county residents.

True Hibbard (Stroy Smith Trust): Written testimony asserting that development contradicts the values of prairie living and would destroy open spaces.

Alan Horning, Don Liedel, Rosana Bracken, Micah Joseph Braeken, Mark and Kevin Casson,

Adriel Bracken, Don and Cathy Bechtold, Paulette Cooper, Rebecca Ronald, Floyd Mossberg,

Hannah Gardenr, John Glinski, Cheryl Mossburgh, and Joe Gillilan: Written testimony opposing the annexation for reasons including traffic impacts, urban sprawl, property value concerns, infrastructure stress, and the erosion of rural lifestyle.

Rebuttal Ray Kimball: Reiterated that development was inevitable and stressed the city's ability to guide it responsibly through annexation. Noted that utilities and infrastructure were already available and that future homeowners would primarily be local families. He responded to concerns about the train crossing, right-of-way acquisition, and safety, asserting the annexation would facilitate responsible, city-led development at no taxpayer cost.

Public Hearing closed at 8:10 PM.

Evaluation of Zone Change Approval; Review Criteria

Is annexation of the property in the best interest of the city? Council agreed except Councilor Steigleder that it is in the best interest of the city.

Motion by Ziegler to approve the McGuire Annexation and have staff prepare the final ordinance for annexation.

Second by Westlund.

Vote: Westlund-Aye, Steigleder-Nay, Ziegler-Aye, Davis-Aye, Plew-Aye

Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The Council ultimately determined that the weight of the evidence supports consistency with the Future Land Use Map and the West Prairie Focus Area, because the mapping shows that the surrounding annexed areas create an urban edge, and annexation of contiguous parcels promotes logical boundary expansion consistent with Comprehensive Plan policies. The Council finds the proposed R2 zone is consistent with the Future Land Use Map and West Prairie Focus Area and satisfies this criterion.

Is the proposed zoning district consistent with the goals and policies found in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

The Council considered various testimonies that expressed concerns about increased traffic congestion, the strain on emergency services, the potential loss of rural character, and conflicts with agricultural uses. In response, the City Engineer testified that there is currently sufficient roadway capacity, and that future widening would be funded through development-driven improvements and impact fees. Emergency service agencies were notified of the proposal and none indicated an inability to provide adequate service. A key consideration for the Council was the restriction to single-family detached homes, which preserves a low-density form consistent with the surrounding neighborhood and aligns with the Comprehensive Plan goals for attainable housing. Testimony suggesting that the proposal would result in incompatible transitions was countered by evidence indicating that R2 detached single-family homes align reasonably with the existing Montorse subdivision and approved developments to the south. Concerns that this approval would lead to opening the prairie or contribute to urban sprawl were weighed against staff explanations that annexation enabled the City to plan comprehensively for this corridor and prevents fragmented county-level development. After evaluating the competing evidence, the Council concluded that the proposal advances the community's overall objectives.

Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city?

Regarding aquifer concerns, no agency with jurisdiction provided evidence that the proposed zoning would have an adverse impact, and sewer service would reduce long-term risks to the aquifer. Opposing testimony was largely generalized and speculative. The Council weighed this against quantified engineering evaluations and the formal responses of service providers. The Council acknowledged the sincerity of the concerns raised by residents. However, testimony from affected political subdivisions, those statutorily charged with deciding their service capacities was given the most significant weight. The Council found no demonstrable adverse impact upon the delivery of services by any political subdivision. After weighing the evidence, the Council

concluded that while annexation may not be preferred by county residents adjacent to the site, the best interest standard must be evaluated from the standpoint of City governance, City taxpayers, City service planning, and City growth management obligations. Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds that the proposed annexation and zoning designation of Medium Density Residential (R2) for the McGuire annexation property is consistent with the Post Falls Comprehensive Plan and applicable review criteria.

Motion by Ziegler to approve the McGuire Annexation Medium Density Residential (R2) zoning finding that the zoning meets the approval criteria in Post Falls Municipal Code as outlined in our deliberation and direct staff to prepare a Reasoned Decision.

Second by Westlund.

Vote: Westlund-Aye, Steigleder-Nay, Ziegler-Aye, Davis-Aye, Plew-Aye

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

a. FY '26 Budget Amendment #1 - Continued Deliberation

Jason Faulkner, Finance Director: These items were broken down into two types per Council request.

Items Ordered in FY25 but Received in FY26

- Fleet maintenance 2 dump trucks \$570,232
- Fleet Maintenance 1 sander \$30,000
- Park Department ordered equipment related to Q'Emiln Trail \$9,910
- Special Events Fund ordered a Christmas tree \$37,867
- Street Impact Fee Fund will be paying for the completion of the Prairie Trail extension from SH41 to Zorros Rd \$223,726
- Parks Department is looking to complete the Q'Emiln Park well replacement during the current fiscal year \$52,855
- Parks Department has ordered new vehicles \$134,300
- Facility Reserve Fund seeks to rebudget the funds from the prior year to complete the paving of the 3rd Ave Parking Lot \$700,000
- Black Bay Boardwalk project will be paid from Parks Impact Fees during the current fiscal year \$380,000
- Street Department had remaining funds related to traffic light repairs that are being requested to roll over to the current fiscal year \$60,000
- Funding for the Americans with Disability Act (ADA) went unsrepnt during fiscal yet 2025, and it is proposed to be carried over to the current fiscal year \$40,000
- Water Captical Fund is requesting to amend the current budget to complete a Master Plan

\$250,000

The total of these requests is \$2,635,489

Items Discussed During FY26 Budget Process to be Funded from Funds Carried Forward from FY25 Budget into FY26 Budget

- Street Department would like to use funding to purchase a crash attenuator during the current fiscal year \$24,000
- Parks Construction requests funding to repair and replace the Chase Restrooms, which are money insurance didn't pay for \$200,000
- Police Department is preparing to set funding aside to pay for the body and car cameras, which is about half for this year and the remainder during the next fiscal year \$208,770
- Recreation is requesting a new department copier. The current copier has exceeded its useful life \$8,800
- Parks Department is needing to re-key all the buildings and provide additional security \$65,000
- Parks Department is asking to purchase survey equipment \$9,000
- Facilities Division wants to perform a condition assessment of all the city owned buildings and devise a plan to implement the suggested recommendations \$35,000
- The remainder of street reconstruction from fiscal year 2025 was carried forward to this current fiscal year \$32,000
- The remainder of street sealing from fiscal year 2025 was carried forward to this current fiscal year \$30,000
- Street Department requested to purchase an asphalt hot box which uses carryover funding from fiscal year 2025 \$85,000
- Facilities Division requests adding energy efficient tinting to city hall using carryover funding from fiscal year 2025 \$6,000

The total of these request is \$703,570

Motion by Ziegler to approve the items ordered in FY25 but received in FY26 list.

Second by Steigleder.

Vote: Steigleder-Aye, Ziegler-Aye, Davis-Aye, Plew-Aye, Westlund-Aye

Motion Carried

Motion by Ziegler to approve 1b Items discussed during FY26 budget process to be funded from funds carried forward from FY25 budget into FY26 budget.

Second by Westlund.

Vote: Steigleder-Aye, Ziegler-Aye, Davies-Aye, Plew-Aye, Westlund-Aye

Motion Carried

- b. Water Reclamation Facility, Contract Amendment with Panhandle Area Council

Andrew Arbini, Projects Division Manager: The City received a loan offer in late 2017 from the Idaho Water Pollution Control State Revolving Loan Fund (SRF) for Tertiary Treatment upgrades at the Water Reclamation Facility. This loan includes Davis Bacon wage requirements and carries wage compliance guidelines that require wage interviews and payroll tracking of the contractor's employees and subcontractors up to the project's substantial completion date. The City has hired PAC to provide these required services. The general contractor has experienced delays in reaching substantial completion. Wage compliance verification must be provided through the date of substantial completion. As PAC is the City's consultant for wage compliance services, staff requests a contract amendment to extend services through December 31st for the closeout and final documentation of wage compliance reports. This amendment adds \$1,800 to

the contract with PAC. Services will be billed as time and materials and may be less than authorized with this amendment. As an overall project update, the recent resolution of the contract terms and service agreement with Wigen Water Technologies marked completion of the last outstanding item required for reaching substantial completion, the contractual milestone denoting the majority of work is complex and accepted. Following the substantial milestone, Public Works staff will discuss the remaining contract matters with the general contractor, Sletten Construction. The outstanding items for resolution include two separate claims for additional time related to work performed during the project. Staff will also discuss with Sletten the delay in reaching substantial completion and the contractual monetary remedy as stipulated in the construction contract. Further information will be provided on this effort to City Council as items are resolved and/or at key decision points.

Motion by Ziegler to approve the Water Reclamation Facility Contract Amendment with Panhandle Area Council.

Second by Plew.

Vote: Ziegler-aye, Davis-Aye, Plew-Aye, Westlund-Aye, Steigleder-Aye

Motion Carried

c. Ordinance — Warren Field Park Vacation (VAC-24-2)

Motion by Ziegler to place the Ordinance Warren Field Park Vacation VAC-24-2 on its first and only reading by title only while under suspension of the rules.

Second by Westlund.

Vote: Davis-Aye, Plew-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF APPROXIMATELY 0.31-ACRES OF RIGHT OF WAY RUNNING THROUGH WARREN FIELD PARK FOR AN UNNAMED ALLEY LYING WITHIN BLOCK 42 OF THE PLAT OF POST FALLS ALSO INCLUDING THAT PORTION LYING BETWEEN THE WEST LINE OF BLOCK 42 AND THE CENTERLINE OF VACATED GRANT STREET; PROVIDING FOR DISPOSITION OF THE RIGHT OF WAY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Motion by Ziegler to approve the Ordinance Warren Field Park Vacation VAC-24-2 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Westlund.

Vote: Davis-Aye, Plew-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye

Motion Carried

d. Ordinance - Painted Rock Annexation (ANNX-25-3)

Motion by Ziegler to place the Ordinance Painted Rock Annexation ANNX-25-3 on its first and only reading by title only while under suspension of the rules.

Second by Plew.

Vote: Plew-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Davis-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 4.67 ACRES LOCATED AR 2555 WEST MIDWAY AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

Motion by Ziegler to approve the Ordinance Painted Rock Annexation ANNX-25-3 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Plew.

Vote: Plew-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Davis-Aye

Motion Carried

- e. Ordinance - Lingar Annexation Ordinance (ANNX-24-11)

Motion by Ziegler to place the Ordinance Lingar Annexation Annx-24-11 on its first and only reading by title only while under suspension of the rules.

Second by Plew.

Vote: Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Davis-Aye, Plew-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 4.97 ACRES LOCATED AT 2671 W. MIDWAY AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

Motion by Ziegler to approve the Ordinance Lingar Annexation ANNX-24-11 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Plew.

Vote: Westlund-aye, Steigleder-Aye, Ziegler-Aye, Davis-Aye, Plew-Aye

Motion Carried

4. NEW BUSINESS

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

ACTION ITEMS:

None

5. CITIZEN ISSUES

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

None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. 2025-2026 Snow Operations Plan Presentation

Ross Junkin, Maintenance Manager Public Works: The Streets Department has 20 plow operators, 1 department specialist, 1 streets supervisor, 1 manager, 3 fleet mechanics (now down to 1), and 1 fleet supervisor. On the equipment side, the Department has 10 dump truck plows, 5 de-icer units, 5 sanders, 8 city-owned loaders with snow gates. Changes to this year's plan is we are moving from 4 to 5 residential plow zones. Challenges we face are planning and staffing, plow gates take a longer time, priority street first, mailboxes, trees, hoops and vehicles in the way of the plows, and round-about take longer to plow. We have started an outreach program for citizens to keep them informed of issues we are facing. In closing, our team continues to gain experience. We take pride in our plowing of our streets. We operate within our Snow Operation Plan. We take calls and concerns seriously. We truly care about the safety of those who drive our streets.

b. Duck Regulations

Robert Seale, Community Development Director: This issue has not been discussed by council, but a citizen comment was received at a recent Planning Commission meeting requesting that ducks be regulated more like chickens. Currently, ducks are regulated like rabbits, geese, and other farm animals. Up to 10 ducks are allowed on lots of at least one acre. Up to 10 chickens are allowed on smaller lots with requirements for the location of the chicken coop and keeping the area clean. Planning staff has briefly reviewed the request to determine if ducks can be regulated more like chickens. Ducks generally require a larger area, are messier, and require access to clean water for bathing to remain healthy. However, these concerns may be able to be accommodated on smaller lots.

Council directed staff to look into this matter more.

7. MAYOR AND COUNCIL COMMENTS

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

None

8. EXECUTIVE SESSION

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

ACTION ITEMS:

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

Motion by Ziegler to enter into Executive Session pursuant to Idaho Code 74-206(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of

and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, further that no action will be taken during the session and that the session will last approximately 15 minutes.

Second by Plew.

Vote: Steigleder-Aye, Ziegler-Aye, Davis-Aye, Plew-Aye, Westlund-Aye

Motion Carried

Entered into Executive Session at 9:34 pm.

Exited Executive Session at 9:52 pm.

RETURN TO REGULAR SESSION

9:52 PM

ADJOURNMENT

9:52 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

Mayor Ronald G. Jacobson

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Gracie Ficca, CSR/AP
SUBJECT: Accounts Payable 12.3.25 - 12.17.25

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Check Run Accountability reports dated 12.16.25 Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued, however, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Check Run Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$430,289.09 to be dated 12.16.25 The Hand Check Accountability is for Hand Checks issued 11.26.25-12.5.25 and total \$451,050.27.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$881,339.36

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run for Council 12.16.25
2. Hand Checks - Check Run for Council 12.16.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT20108 - Check Run for Council 12.16.25
Vendor Set: 01 - Vendor Set 01

Check Date: 12/9/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Dept: 411 Mayor & Council							
VEN15085	International Minute Press						
APMWB	Check			5247	Lucca Business Cards	001-411.0000.63060	31.00
				5246	Randy Business Cards	001-411.0000.63060	31.00
Dept 411 Total:							62.00
Dept: 412 Information Systems							
VEN14393	Firstline Communications, Inc						
APMWB	Check			186453	Troubleshooting Phone system	001-412.0000.65030	300.00
VEN14584	Sylint, LLC						
APMWB	Electronic Funds Transf			20925	Monthly Sylint payments	001-412.0000.66043	2,557.42
Dept 412 Total:							2,857.42
Dept: 414 Finance							
D09750	DeVries Info Management						
APMWB	Check			0201731	On-Site Record Destruction	001-414.0000.62040	62.00
Dept 414 Total:							62.00
Dept: 418 Human Resources							
A1190	A Drug Free Alliance						
APMWB	Check			100347	DOT Test/Office/Pre employment	001-418.4000.72070	55.00
D09750	DeVries Info Management						
APMWB	Check			0201731	On-Site Record Destruction	001-418.0000.63060	62.00
Dept 418 Total:							117.00
Dept: 421 Police							
VEN14584	Sylint, LLC						
APMWB	Electronic Funds Transf			20925	Monthly Sylint payments	001-421.0000.66043	838.50
Dept 421 Total:							838.50
Dept: 424 Legal							
C220	Coleman Oil Co						
APMWB	Check			CP-0333414	Fuel Usage - November 2025	001-424.0000.64030	78.89
D09750	DeVries Info Management						
APMWB	Check			0201731	On-Site Record Destruction	001-424.0000.63060	62.00
VEN09725	International Municipal Lawyers Association						
APMWB	Check			1008460	IMLA Membership	001-424.0000.62060	744.00
Dept 424 Total:							884.89
Dept: 431 Streets							
C220	Coleman Oil Co						
APMWB	Check			CP-0333414	Fuel Usage - November 2025	001-431.0000.64030	3,141.20
I2112	IMSA						
APMWB	Check			76472-11.03.2025	2026 Membership Dues	001-431.0000.62060	340.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			190524	Seltice Way Rehab JUB Invoice October 2020	001-431.1812.95040	1,320.50
L071	Local Highway Technical Assistance Council- LHTAC						
APMWB	Electronic Funds Transf			T2111925SL-2	Road Master Course	001-431.0000.64020	200.00
R251	Serights Ace Hardware						
APMWB	Check			371767/1	PROPANE	001-431.0000.68150	24.94
Dept 431 Total:							5,026.64
Dept: 433 Facility Maintenance							

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14834	Carrier Corporation				
APMWB	Electronic Funds Transf	90500505 90498851	Technician Labor Standard Time	001-433.0000.68030 001-433.0000.68030	370.00 518.00
C220	Coleman Oil Co				
APMWB	Check	CP-0333414	Fuel Usage - November 2025	001-433.0000.64030	99.73
G098	Grainger				
APMWB	Check	9729916578	motor CH HVAC	001-433.0000.68030	923.48
R251	Serights Ace Hardware				
APMWB	Check	371862/1	Windshield Wiper Fluid & Spray Adhesive	001-433.0000.63730	53.05
T118	TPI Embroidery				
APMWB	Check	12873	uniforms	001-433.4000.72000	301.56
Dept 433 Total:					2,265.82
Dept: 434 Fleet Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0333414	Fuel Usage - November 2025	001-434.0000.64030	156.20
N001	Napa Auto Parts				
APMWB	Check	364094 370009	Energizer 3 V Lithium Button (d9L) Return of rotors	001-434.0000.63007 001-434.0000.63012	13.42 -124.00
Dept 434 Total:					45.62
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0333414	Fuel Usage - November 2025	001-441.0000.64030	434.23
Dept 441 Total:					434.23
Dept: 442 Cemetery					
C220	Coleman Oil Co				
APMWB	Check	CP-0333414	Fuel Usage - November 2025	001-442.0000.64030	71.57
R251	Serights Ace Hardware				
APMWB	Check	371900/1	paint, polish and spacers for device	001-442.0000.67050	56.65
Dept 442 Total:					128.22
Dept: 443 Parks					
VEN15174	Airgas USA, LLC				
APMWB	Check	5521188738	Acetylene for welder	001-443.0000.64030	8.79
A365	American On-Site Services				
APMWB	Check	I97159 I97158 I97157 I97161 I97160	Falls Park Portable Restroom White Pine Portable Restroom Tullamore Park Portable Restroom Q'emiln Park Portable Restrooms Kiwanis Park Portable Restroom	001-443.0000.65050 001-443.0000.65050 001-443.0000.65050 001-443.0000.65050 001-443.0000.65050	193.75 193.75 193.75 769.50 193.75
C220	Coleman Oil Co				
APMWB	Check	CP-0333414	Fuel Usage - November 2025	001-443.0000.64030	2,243.05
F020	Fastenal Company				
APMWB	Electronic Funds Transf	IDCOE228056	Drill bits for Parks	001-443.0000.67030	51.75
VEN12244	HERC Rentals Inc				
APMWB	Electronic Funds Transf	36102896-001	Scissor lift rental for Winterfest	001-443.0000.67070	445.00
H1957	Horizon				
APMWB	Electronic Funds Transf	2S248492	Christmas lights for Winterfest	001-443.0000.63080	340.80
L109	Lowe's Credit Services				
APMWB	Check	75493	Ice scraper brush for work trucks	001-443.0000.63150	76.95
VEN14123	PlayCreation, Inc.				
APMWB	Check	2511-12929	Repair Part for Tullamore Park	001-443.0000.68013	76.68
R060	Ragan Equipment Co.				
APMWB	Check	01-177598 01-177597 01-177595 01-177596	Maintenance and repair for backpack blower Backpack Blower Maintenance Repair broken trimmer Backpack Blower Maintenance	001-443.0000.66190 001-443.0000.66190 001-443.0000.66190 001-443.0000.66190	138.99 76.40 56.25 216.73
R251	Serights Ace Hardware				
APMWB	Check	371886/1	Chalk line for City Hall	001-443.0000.67090	5.39

Dept 443 Total: 5,281.28

Packet: APPKT20108 - Check Run for Council 12.16.25

Check Date: 12/9/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 444 Parks - Construction					
R251	Serights Ace Hardware				
APMWB	Check	371860/1	Gloves for safety	001-444.0000.63110	26.98
Dept 444 Total:					26.98
Dept: 445 Recreation					
VEN12628	Katy Shewmaker				
APMWB	Check	12.2.25	Contractual Services-Nov 2025 Yoga	001-445.0000.62040	91.00
		11.12.25	Contractual Services-Yoga Oct 2025	001-445.0000.62040	136.50
VEN15091	Simpliverified, LLC				
APMWB	Electronic Funds Transf	76273	November 2025 Background Checks - Recre	001-445.0000.62080	694.00
Dept 445 Total:					921.50
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000043240	Public Hearing Notification North Place VAC	001-451.0000.62000	307.85
		0000043251-11152	Hearing Notification McGuire ANNX-25-4	001-451.0000.62000	192.80
Dept 451 Total:					500.65
Dept: 452 Building Inspector					
C220	Coleman Oil Co				
APMWB	Check	CP-0333414	Fuel Usage - November 2025	001-452.0000.64030	369.25
Dept 452 Total:					369.25
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0333414	Fuel Usage - November 2025	001-453.0000.64030	167.04
Dept 453 Total:					167.04
Dept: 481 Capital Improvements/Contracts					
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	16241	ICAC office lock	001-481.0000.68395	2,369.95
Dept 481 Total:					2,369.95
Fund 001 Total:					22,358.99
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN14039	OneBridge				
APMWB	Check	INV-5014	December 2025 Admin Fees	003-482.4155.71210	150.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00210750	COBRA Specific Rights Notice November 2000	003-482.0000.62160	28.00
		INV-00210371	COBRA Annual Renewal Fee	003-482.0000.62160	150.00
Dept 482 Total:					328.00
Fund 003 Total:					328.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20925	Monthly Sylint payments	008-426.0000.66043	3,591.58
Dept 426 Total:					3,591.58
Fund 008 Total:					3,591.58
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
VEN14980	Solid Rock Gate Supply				
APMWB	Check	26101	Program gate & remotes	011-491.0000.95015	622.00

Dept 491 Total: 622.00

Fund 011 Total: 622.00

Packet: APPKT20108 - Check Run for Council 12.16.25
Vendor Set: 01 - Vendor Set 01

Check Date: 12/9/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 017 - ANNEXATION FEES							
Dept: 410 General Government Services							
VEN13951	SCJ Alliance						
APMWB	Check			83510	Consulting Fees - Comprehensive Plan	017-410.0000.62040	1,736.00
VEN15043	Urban3 LLC						
APMWB	Check			AC000475B	Consulting Fees - November	017-410.0000.62040	8,090.88
Dept 410 Total:							9,826.88
Fund 017 Total:							9,826.88
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES							
Dept: 428 Kootenai Fire/EMS Impact Fees							
VEN14739	Kootenai County Emergency Medical Services System						
APMWB	Electronic Funds Transf			November 2025 Imp	November 2025 Impact Fees	034-428.0000.33117	-290.00
						034-428.0000.62040	7,348.52
VEN06795	Kootenai County Fire & Rescue						
APMWB	Electronic Funds Transf			November 2025 Imp	November 2025 Impact Fees	034-428.0000.33117	-580.00
						034-428.0000.62040	66,272.83
Dept 428 Total:							72,751.35
Fund 034 Total:							72,751.35
Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			190878	Transportation Master Plan	037-431.0000.80290	60,215.98
Dept 431 Total:							60,215.98
Fund 037 Total:							60,215.98
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
VEN15174	Airgas USA, LLC						
APMWB	Check			5521188902	Large Argon Rental	650-463.0000.68025	8.79
A424	Anatek Labs, Inc.						
APMWB	Check			2532017	Surface Water Testing	650-463.0000.68360	565.00
				2532020		650-463.0000.68360	875.00
VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Transf			210756-20274	Community Forest Oct 2025	650-463.0000.62040	967.40
VEN03129	Barr Tech LLC						
APMWB	Check			10966	WRF Bio Solids Nov 2025	650-463.0000.62150	64,149.68
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4251463954	WWTP Uniforms	650-463.4000.72000	177.40
C220	Coleman Oil Co						
APMWB	Check			CP-0333414	Fuel Usage - November 2025	650-463.0000.65005	564.60
VEN14791	Eurofins Enviroment Testing Northern California, LLC						
APMWB	Electronic Funds Transf			3200156955	Spokane River PCB Testing (1/3 is our part)	650-463.0000.68360	1,291.67
VEN15180	McGuire Estate Water Users Association						
APMWB	Check			10780	Water Service Lundy Blvd WRF Property	650-463.0000.65080	99.00
VEN04172	Northwest Scientific, Inc.						
APMWB	Electronic Funds Transf			5197394	Lab Supplies	650-463.0000.63400	522.08
O050	Oxarc Inc.						
APMWB	Electronic Funds Transf			0032461520	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	3,463.10
T106	Titan Truck Equipment						
APMWB	Check			1392064	Deflector kit for D200 Plow	650-463.0000.68025	476.33
U1006	Univar Solutions USA, LLC						
APMWB	Check			53518538	Caustic Soda Deliveris Tertiary Operations	650-463.0000.63008	4,147.68

Dept 463 Total: 77,307.73

Packet: APPKT20108 - Check Run for Council 12.16.25

Check Date: 12/9/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 466 Wastewater - Collections							
VEN15156	Budinger & Associates						
APMWB	Check		S25059-1	4th Ave LS Geotech per contract signed by F650-466.0000.62040			14,070.00
VEN14736	Cintas Corporation No. 3						
APMWB	Check		4251463954	WWTP Uniforms	650-466.4000.72000		177.40
C220	Coleman Oil Co						
APMWB	Check		CP-0333414	Fuel Usage - November 2025	650-466.0000.65005		2,073.74
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		190532	Montrose Highland Gen Upgrade JUB Invoic	650-466.3104.68400		6,330.00
N001	Napa Auto Parts						
APMWB	Check		370351	WRF Supplies MAC NON-CHLOR BRAKE C650-466.0000.63330			77.76
P310	Platt Electric Supply						
APMWB	Check		6V26123	Starter for McGuire LS	650-466.0000.68021		454.73
R251	Serights Ace Hardware						
APMWB	Check		371918/1	DIAGONAL CUTNG PLIERS 8"	650-466.0000.67090		20.69
Dept 466 Total:							23,204.32

Dept: 468 Wastewater - Surface Water							
C220	Coleman Oil Co						
APMWB	Check		CP-0333414	Fuel Usage - November 2025	650-468.0000.65005		434.07
Dept 468 Total:							434.07
Fund 650 Total:							100,946.12

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating							
VEN13635	Big Sky ID, Corp						
APMWB	Check		Lundy Pay App #1	Lundy Blvd Waterline Big Sky Pay App #1	651-463.6505.95520		108,141.92
P050	Panhandle Area Council						
APMWB	Check		67-PFLM	Tertiary Upgrade PAC Invoice Nov 2025	651-463.3213.90015		315.00
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf		41354130-020	Lundy Blvd Waterline Welch Invoice Oct 202	651-463.6505.95520		1,020.00
Dept 463 Total:							109,476.92
Fund 651 Total:							109,476.92

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating							
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		190524	Seltice Way Rehab JUB Invoice October 202	652-463.3229.95520		1,320.50
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf		41354160-021	Guy Rd LS & Fisher Grav Sewer Welch Invoi	652-463.3129.95520		43,200.00
Dept 463 Total:							44,520.50
Fund 652 Total:							44,520.50

Fund: 700 - SANITATION

Dept: 461 Sanitation							
K100	Kootenai County Solid Waste						
APMWB	Check		09-30289/13-40198	General Rubish	700-461.0000.65050		31.45
			09-30289/13-39868	General Refuse	700-461.0000.65050		59.06
			09-30289/13-40032	General Park Refuse	700-461.0000.65050		81.30
Dept 461 Total:							171.81
Fund 700 Total:							171.81

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating							
VEN15185	1st Choice Welding & Fabrication LLC						

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB C220	Check Coleman Oil Co	10190	Water Dept Material Supplies	750-462.0000.63280	172.94
APMWB G098	Check Grainger	CP-0333414	Fuel Usage - November 2025	750-462.0000.64030	3,395.55
APMWB L060	Check Les Schwab Central Billing Dep	9726983464 9725289210	HARD HAT HEADLAMP SPILL KITS FOR WELL HOUSES	750-462.0000.63110 750-462.0000.68025	372.00 605.71
APMWB N001	Check Napa Auto Parts	10501119763	New trailer tire	750-462.0000.67170	155.66
APMWB R251	Check Serights Ace Hardware	063546	De-Icer & Scraper	750-462.0000.67170	110.05
APMWB S275	Check Solar Eclipse	371894/1	DW Tools SMALL ANGEL GRINDER 4.5"	750-462.0000.67090	113.05
APMWB	Check	56967	Windshield on W123	750-462.0000.67170	554.00
Dept 462 Total:					5,478.96
Fund 750 Total:					5,478.96
Report Total:					430,289.09

Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.63060	62.00
	001-412.0000.65030	300.00
	001-412.0000.66043	2,557.42
	001-414.0000.62040	62.00
	001-418.0000.63060	62.00
	001-418.4000.72070	55.00
	001-421.0000.66043	838.50
	001-424.0000.62060	744.00
	001-424.0000.63060	62.00
	001-424.0000.64030	78.89
	001-431.0000.62060	340.00
	001-431.0000.64020	200.00
	001-431.0000.64030	3,141.20
	001-431.0000.68150	24.94
	001-431.1812.95040	1,320.50
	001-433.0000.63730	53.05
	001-433.0000.64030	99.73
	001-433.0000.68030	1,811.48
	001-433.4000.72000	301.56
	001-434.0000.63007	13.42
	001-434.0000.63012	-124.00
	001-434.0000.64030	156.20
	001-441.0000.64030	434.23
	001-442.0000.64030	71.57
	001-442.0000.67050	56.65
	001-443.0000.63080	340.80
	001-443.0000.63150	76.95
	001-443.0000.64030	2,251.84
	001-443.0000.65050	1,544.50
	001-443.0000.66190	488.37
	001-443.0000.67030	51.75
	001-443.0000.67070	445.00
	001-443.0000.67090	5.39
	001-443.0000.68013	76.68
	001-444.0000.63110	26.98
	001-445.0000.62040	227.50
	001-445.0000.62080	694.00
	001-451.0000.62000	500.65
	001-452.0000.64030	369.25
	001-453.0000.64030	167.04
	001-481.0000.68395	2,369.95
	Fund 001 Total:	22,358.99
003 - PERSONNEL BENEFIT POOL		
	003-482.0000.62160	178.00
	003-482.4155.71210	150.00
	Fund 003 Total:	328.00
008 - 911 SUPPORT		
	008-426.0000.66043	3,591.58
	Fund 008 Total:	3,591.58
011 - FACILITY BUILDING RESERVE		
	011-491.0000.95015	622.00
	Fund 011 Total:	622.00
017 - ANNEXATION FEES		
	017-410.0000.62040	9,826.88
	Fund 017 Total:	9,826.88
034 - KOOTENAI FIRE/EMS IMPACT FEES		

034-428.0000.33117	-870.00	
034-428.0000.62040	73,621.35	
Fund 034 Total:	72,751.35	
037 - STREETS IMPACT FEES		
037-431.0000.80290	60,215.98	
Fund 037 Total:	60,215.98	
650 - RECLAIMED WATER OPERATING		
650-463.0000.62040	967.40	
650-463.0000.62150	64,149.68	
650-463.0000.63008	4,147.68	
650-463.0000.63400	522.08	
650-463.0000.65005	564.60	
650-463.0000.65080	99.00	
650-463.0000.68025	485.12	
650-463.0000.68360	2,731.67	
650-463.0000.68820	3,463.10	
650-463.4000.72000	177.40	
650-466.0000.62040	14,070.00	
650-466.0000.63330	77.76	
650-466.0000.65005	2,073.74	
650-466.0000.67090	20.69	
650-466.0000.68021	454.73	
650-466.3104.68400	6,330.00	
650-466.4000.72000	177.40	
650-468.0000.65005	434.07	
Fund 650 Total:	100,946.12	
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015	315.00	
651-463.6505.95520	109,161.92	
Fund 651 Total:	109,476.92	
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3129.95520	43,200.00	
652-463.3229.95520	1,320.50	
Fund 652 Total:	44,520.50	
700 - SANITATION		
700-461.0000.65050	171.81	
Fund 700 Total:	171.81	
750 - WATER OPERATING		
750-462.0000.63110	372.00	
750-462.0000.63280	172.94	
750-462.0000.64030	3,395.55	
750-462.0000.67090	113.05	
750-462.0000.67170	819.71	
750-462.0000.68025	605.71	
Fund 750 Total:	5,478.96	
Report Total:	430,289.09	

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY F

11/26/2025	\$87.67	APA001647	AT&T Long Distance
11/26/2025	\$159.99	APA001648	Charter Communications
11/26/2025	\$600.00	APA001649	COGZ Systems, LLC
11/26/2025	\$1,100.72	APA001650	Level 3 Communications
11/26/2025	\$755.71	APA001651	Level 3 Communications
11/26/2025	\$87.15	APA001652	Ziply Fiber
11/26/2025	\$103.76	APA001653	Ziply Fiber
11/26/2025	\$5,935.09	APA001654	Ziply Fiber
12/4/2025	\$395,370.80	APA001793	Northwest Waste & Recycling LLC
12/5/2025	\$16.67	APA001794	AT&T Mobility
12/5/2025	\$1,716.03	APA001795	Avista
12/5/2025	\$139.99	APA001796	Charter Communications
12/5/2025	\$169.99	APA001797	Charter Communications
12/5/2025	\$155.00	APA001798	Charter Communications
12/5/2025	\$1.58	APA001799	Charter Communications
12/5/2025	\$486.37	APA001800	H & H Business Systems
12/5/2025	\$38,106.66	APA001801	Kootenai Electric
12/5/2025	\$952.57	APA001802	Post Falls Food Bank
12/5/2025	\$356.50	APA001803	Ross Point Water
12/5/2025	\$1,480.50	APA001804	Tetiri, LLC
12/5/2025	\$1,888.40	APA001805	T-Mobile USA
12/5/2025	\$720.86	APA001806	T-Mobile USA
12/5/2025	\$300.21	APA001807	Verizon Wireless
12/5/2025	\$230.30	APA001808	Ziply Fiber
12/5/2025	\$127.75	APA001809	Ziply Fiber
	\$451,050.27		

OR CHECK RUN 12/17/25

Pay Before Due Date	001-431.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	650-463.0000.66012
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	700-461.0000.62042
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-412.0000.65040
Pay Before Due Date	001-443.000.65030
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-417.0000.63080
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-22110
Pay Before Due Date	Various
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-445.0000.65030
Pay Before Due Date	650-463.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: October Cash and Investments

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Budget Status Report, Treasurer's Report of Cash and Investment Transactions, and Cash and Investments Report for the month of October 2025. Approval of the reports acknowledges receipt of the required reports. No presentation is planned on this item.

DISCUSSION:

Each month the Finance Department provides a report detailing the expenditures, to date, under the adopted budget (per Idaho Code 50-208) and a report on the cash and investments for that month (per Idaho Code 50-135) to ensure that the council, and the public is aware of the city's financial position. Idaho Code 50-708 requires at least quarterly during the year council review a treasurer's report that includes the accounts and doings of the chief finance officer of the city. The attached reports are for October 2025. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of October in both dollars and by percentage. The Cash and Investments Report shows the amounts the city has on deposit with the noted institutions as well as cash on hand. At the end of October, the total of investments and cash on hand was \$233,808,345.94. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of October.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$233808345.94

BUDGET CODE:

Various

ATTACHMENTS:

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

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED October 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 132,684.60	\$ 53,345.62	40.2%
	Personnel	127,020.93	8,135.04	6.4%
		<u>259,705.53</u>	<u>61,480.66</u>	23.7%
412 - INFORMATION SYSTEMS	Operating	148,410.00	13,149.45	8.9%
	Capital	2,000.00	-	0.0%
	Personnel	<u>658,143.66</u>	<u>43,762.64</u>	6.6%
		808,553.66	56,912.09	7.0%
413 - GENERAL SERVICES	Operating	27,000.00	792.22	2.9%
	Personnel	<u>575,111.36</u>	<u>39,904.03</u>	6.9%
		602,111.36	40,696.25	6.8%
414 - FINANCE	Operating	649,868.75	240,016.23	36.9%
	Personnel	<u>705,291.14</u>	<u>48,783.27</u>	6.9%
		1,355,159.89	288,799.50	21.3%
415 - CITY CLERK	Operating	37,150.00	24,840.95	66.9%
	Capital	-	-	0.0%
	Personnel	<u>93,419.25</u>	<u>6,454.92</u>	6.9%
		130,569.25	31,295.87	24.0%
417 - MEDIA/CABLE FRANCHISE	Operating	46,100.00	122.39	0.3%
	Capital	-	-	0.0%
	Personnel	<u>161,845.81</u>	<u>11,066.46</u>	6.8%
		207,945.81	11,188.85	5.4%
418 - HUMAN RESOURCES	Operating	6,700.00	358.17	5.3%
	Personnel	<u>249,991.12</u>	<u>16,974.79</u>	6.8%
		256,691.12	17,332.96	6.8%
421 - POLICE	Operating	1,004,243.54	121,166.10	12.1%
	Capital	-	-	#DIV/0!
	Personnel	<u>8,833,495.21</u>	<u>601,610.69</u>	6.8%
		9,837,738.75	722,776.79	7.3%
423 - OASIS	Operating	500.00	6,073.65	1214.7%
	Capital	-	-	0.0%
	Personnel	<u>133,544.76</u>	<u>10,951.93</u>	8.2%
		134,044.76	17,025.58	12.7%
424 - LEGAL (PROSECUTING)	Operating	88,496.00	5,965.92	6.7%
	Capital	-	-	0.0%
	Personnel	<u>1,019,314.70</u>	<u>65,875.98</u>	6.5%
		1,107,810.70	71,841.90	6.5%
427 - ANIMAL CONTROL	Operating	13,325.00	1,142.24	8.6%
	Personnel	<u>208,715.89</u>	<u>14,145.10</u>	6.8%
		222,040.89	15,287.34	6.9%
431 - STREETS	Operating	1,993,650.00	30,630.70	1.5%
	Capital	5,600,000.00	-	0.0%
	Personnel	<u>1,632,132.62</u>	<u>101,753.73</u>	6.2%
		9,225,782.62	132,384.43	1.4%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED October 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	14,330.00	1,084.80	7.6%
	Personnel	<u>87,639.61</u>	<u>-</u>	0.0%
		101,969.61	1,084.80	1.1%
433 - FACILITY MAINTENANCE	Operating	42,380.00	3,120.24	7.4%
	Capital	40,000.00	-	0.0%
	Personnel	<u>348,882.63</u>	<u>21,107.94</u>	6.1%
		431,262.63	24,228.18	5.6%
434 - FLEET MAINTENANCE	Operating	240,752.00	19,493.03	8.1%
	Capital	1,753,011.00	-	0.0%
	Personnel	<u>508,012.22</u>	<u>29,219.99</u>	5.8%
		2,501,775.22	48,713.02	1.9%
435 - GIS	Operating	63,550.00	7,275.43	11.4%
	Personnel	<u>205,163.73</u>	<u>13,938.38</u>	6.8%
		268,713.73	21,213.81	7.9%
441 - URBAN FORESTRY	Operating	46,100.00	6,321.39	13.7%
	Capital	-	-	0.0%
	Personnel	<u>297,460.01</u>	<u>20,039.53</u>	6.7%
		343,560.01	26,360.92	7.7%
442 - CEMETERY	Operating	107,050.00	9,275.11	8.7%
	Capital	-	-	0.0%
	Personnel	<u>256,391.79</u>	<u>15,838.24</u>	6.2%
		363,441.79	25,113.35	6.9%
443 - PARKS	Operating	908,013.46	117,004.70	12.9%
	Capital	-	-	#DIV/O!
	Personnel	<u>1,550,224.34</u>	<u>103,912.42</u>	6.7%
		2,458,237.80	220,917.12	9.0%
444 - PARKS CONSTRUCTION	Operating	63,825.00	1,149.76	0.0%
	Capital	-	200.00	#DIV/O!
		63,825.00	1,349.76	2.1%
445 - RECREATION	Operating	251,749.00	7,177.61	2.9%
	Capital	-	-	0.0%
	Personnel	<u>988,317.89</u>	<u>50,268.90</u>	5.1%
		1,240,066.89	57,446.51	4.6%
451 - PLANNING & ZONING	Operating	30,799.95	1,123.21	3.6%
	Capital	-	-	100.0%
	Personnel	<u>388,766.10</u>	<u>24,143.25</u>	6.2%
		419,566.05	25,266.46	6.0%
452 - BUILDING INSPECTOR	Operating	24,200.00	1,881.72	7.8%
	Personnel	802,807.89	53,430.61	6.7%
	Capital	<u>-</u>	<u>-</u>	
		827,007.89	55,312.33	6.7%
453 - ENGINEERING	Operating	31,450.00	4,612.23	14.7%
	Capital	-	-	#DIV/O!
	Personnel	<u>790,763.69</u>	<u>54,132.51</u>	6.8%
		822,213.69	58,744.74	7.1%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED October 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	101,152.00	76,362.24	75.5%
	Capital	-	-	0.0%
	Personnel	243,835.96	16,894.73	6.9%
		<u>344,987.96</u>	<u>93,256.97</u>	27.0%
465 - STREET LIGHTS	Operating	805,000.00	110,091.89	13.7%
		<u>805,000.00</u>	<u>110,091.89</u>	13.7%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	5,535,000.00	354,597.25	6.4%
	Capital	-	-	0.0%
		<u>5,535,000.00</u>	<u>354,597.25</u>	6.4%
482 - PERSONNEL POOL	Operating	5,265,200.00	438,766.67	8.3%
	Personnel	1,027,550.00	16,062.82	1.6%
		<u>6,292,750.00</u>	<u>454,829.49</u>	7.2%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
TOTAL GENERAL FUND		46,967,532.61	3,045,548.82	6.5%
002 - INSURANCE FUND	Operating	470,343.00	459,343.00	97.7%
		<u>470,343.00</u>	<u>459,343.00</u>	97.7%
003 - PERSONNEL FUND	Operating	57,200.00	3,000.99	5.2%
	Capital	-	-	0.0%
	Personnel	5,363,000.00	189,107.16	3.5%
		<u>5,420,200.00</u>	<u>192,108.15</u>	3.5%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	
007 - DRUG SEIZURE FUND	Operating	130,000.00	115.92	0.1%
	Capital	-	-	
		<u>130,000.00</u>	<u>115.92</u>	0.1%
008 - 911 FUND	Operating	569,997.00	210,145.81	36.9%
	Capital	-	-	0.0%
	Personnel	416,821.42	14,068.30	3.4%
		<u>986,818.42</u>	<u>224,214.11</u>	22.7%
011 - FACILITY BUILDING RESERVE FUND	Operating	10,320,000.00	-	0.0%
	Capital	6,000,000.00	254,468.07	0.0%
		<u>16,320,000.00</u>	<u>254,468.07</u>	0.0%
017 - ANNEXATION FUND	Operating	1,720,000.00	7,534.25	0.4%
	Capital	-	-	
		<u>1,720,000.00</u>	<u>7,534.25</u>	0.4%
023 - SPECIAL EVENTS FUND	Operating	137,989.00	38,420.97	27.8%
		<u>137,989.00</u>	<u>38,420.97</u>	27.8%
029 - CEMETERY IMPROVEMENTS FUND	Operating	451,000.00	-	0.0%
	Capital	99,000.00	-	
		<u>550,000.00</u>	<u>-</u>	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	1,000,000.00	48,008.00	4.8%
		<u>1,000,000.00</u>	<u>48,008.00</u>	4.8%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED October 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,426,000.00	2,871.73	0.2%
	Capital	<u>1,800,000.00</u>	<u>13,650.00</u>	0.0%
		3,226,000.00	16,521.73	0.5%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED October 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,603,420.00	-	0.0%
	Capital	2,496,580.00	151,949.86	
		<u>5,100,000.00</u>	<u>151,949.86</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,785,000.00	-	0.0%
	Capital	2,975,000.00	-	0.0%
		<u>4,760,000.00</u>	<u>-</u>	0.0%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
650 - RECLAIMED WATER OPERATING FUND incl'd: wwo, collections, recycled, surface	Operating	7,658,577.25	364,381.36	4.8%
	Capital	15,248,000.00	67,494.26	0.4%
	Personnel	3,065,059.75	151,177.67	4.9%
		<u>25,971,637.00</u>	<u>583,053.29</u>	2.2%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	855,324.00	(35,372.00)	-4.1%
	Capital	4,940,000.00	3,171.66	0.1%
		<u>5,795,324.00</u>	<u>(32,200.34)</u>	-0.6%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	19,970,000.00	-	0.0%
	Operating	6,455,000.00	-	
		<u>26,425,000.00</u>	<u>-</u>	0.0%
700 - SANITATION FUND	Operating	4,711,427.00	34,391.93	0.7%
		<u>4,711,427.00</u>	<u>34,391.93</u>	0.7%
750 - WATER OPERATING FUND	Operating	2,304,902.70	77,008.64	3.3%
	Capital	2,774,000.00	328,984.67	
	Personnel	1,026,454.96	62,442.33	6.1%
		<u>6,105,357.66</u>	<u>468,435.64</u>	7.7%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	9,635,000.00	15,834.72	0.2%
		<u>9,635,000.00</u>	<u>15,834.72</u>	0.2%
GRAND TOTAL		<u>\$ 165,432,628.69</u>	<u>\$ 5,507,748.12</u>	3.3%

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

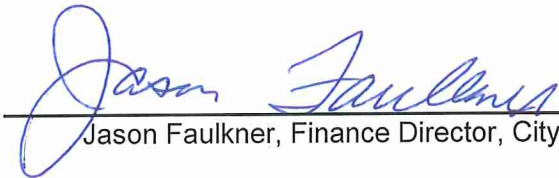


Jason Faulkner, Finance Director, City of Post Falls, Idaho.

City of Post Falls
Cash and Investments
10/31/2025

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	101,165,312.88
LGIP Acct 1441	302,977.89
<u>First Financial Equity Corporation</u>	
General Accts Investments	20,738,095.47
Contingency Accts	8,983,037.47
Replacement & Reserve Accts	65,604,744.45
<u>Moreton Capital Investments</u>	
Moreton Securities	21,463,387.81
<u>Mountain West bank</u>	
Repurchase Sweep Account	15,473,736.57
Checking Account	75,003.40
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	925.00
Park	-
Planning and Zoning	150.00
Total	<u><u>\$ 233,808,345.94</u></u>

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



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

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
10/31/2025

FUND	BALANCE 09/30/2025	RECEIPTS	DISBURSEMENTS	BALANCE 10/31/2025
001 - GENERAL FUND	\$32,741,463.86	\$4,250,197.03	\$5,928,903.03	\$ 31,062,757.86
002 - COMPREHENSIVE LIABILITY	629,436.13	\$17,705.69	\$ 461,353.75	185,788.07
003 - PERSONNEL BENEFIT POOL	(215,916.03)	\$445,658.16	\$212,720.90	17,021.23
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	209,137.60	\$3,662.41	\$ 1,258.43	211,541.58
008 - 911 SUPPORT	3,257,275.72	\$127,268.89	\$471,558.74	2,912,985.87
011 - FACILITY BUILDING RESERVE	12,088,119.33	\$418,729.46	\$334,554.58	12,172,294.21
017 - ANNEXATION FEES	1,800,997.27	\$24,947.86	\$22,109.63	1,803,835.50
023 - SPECIAL EVENTS	484,996.75	\$2,610.70	\$43,098.12	444,509.33
029 - CEMETERY CAPITAL IMPROVEMENT	578,273.01	\$13,793.42	\$ 2,677.24	589,389.19
034 - KOOTENAI FIRE/EMS IMPACT FEES	103,345.52	\$47,966.52	\$68,190.94	83,121.10
035 - PUBLIC SAFETY IMPACT FEES	3,503,775.79	\$64,849.85	\$30,195.75	3,538,429.89
037 - STREETS IMPACT FEES	9,056,625.37	\$443,960.83	\$171,829.21	9,328,756.99
038 - PARKS IMPACT FEES	6,212,163.88	\$234,164.60	\$66,869.13	6,379,459.35
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	13,089.36	\$1,903.97	\$ 483.05	14,510.28
450 - LID GUARANTEE	19,183.69	\$63.17	\$ 88.81	19,158.05
650 - RECLAIMED WATER OPERATING	76,845,498.98	\$4,745,199.75	\$2,976,572.63	78,614,126.10
651 - RECLAIMED WATER CAPITAL - WWTP	29,996,186.85	\$540,343.45	\$293,994.91	30,242,535.39
652 - RECLAIMED WATER CAPITAL - COLLECTOR	21,537,615.40	\$212,834.27	\$216,176.24	21,534,273.43
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,619,948.50	\$461,895.39	\$459,678.30	1,622,165.59
750 - WATER OPERATING	27,173,698.76	\$1,221,436.03	\$607,967.22	27,787,167.57
753 - WATER CAPITAL	5,083,174.48	\$209,703.97	\$ 17,379.21	5,275,499.24
GRAND TOTAL:	\$ 232,707,110.34	\$ 13,488,895.42	\$ 12,387,659.82	\$ 233,808,345.94

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


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

CITY OF POST FALLS ANNUAL CERTIFICATION OF STREET REVENUE AND EXPENDITURES
10/01/24 TO 09/30/25

REVENUES

Interest Income	\$ 208,525
Sale of Assets	233,863
Funds from Non-Highway Accts	9,358,277
Local Impact Fees	2,070,185
Local Receipts	338,511
Highway User Fund	2,954
State Receipts	360,501
Federal Receipts	31,820
TOTAL REVENUES	\$ 12,604,636

EXPENDITURES

New Construction - Roads	\$ 422,642
Road Reconstruction, Replacement, Rehabilitation	2,000,411
Chip Sealing/Coating	430,422
Patching	18,228
Snow Removal	168,089
Other Routine Maintenance (including salaries)	1,658,054
New Equipment Purchase	4,372,264
Equipment Lease	-
Equipment Maintenance	646,810
Other (including salaries)	392,522
Administrative Salaries & Expenses	258,162
Street Lighting	128,794
Bond Interest	13,700
Bond Principal	-
TOTAL EXPENDITURES	\$ 10,510,099

Beginning Balance as of 10/1 previous year as adjusted \$ 1,710,610

Funds obligated to specific future projects \$ 1,868,134

Future Projects Estimated \$ 2,496,580

Available for Other Projects \$ 6,444,237

I, Ronald G. Jacobson, Mayor of the City of Post Falls, State of Idaho,
do hereby certify the above is a true and accurate report of the Street
Revenue and Expenditures for the FY 2024 - 2025

ATTEST: _____
Ronald G. Jacobson, Mayor

Jason Faulkner, Treasurer

Annual Road and Street Financial Report

Page 1 of 3

Reporting Entity Name - Enter below by entity type		Please return, not later than December 31 , to: BRANDON D. WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720
City or City of Post Falls	County of City Kootenai	
County or		
Highway District	County of Hwy. District	
This certified report of dedicated funds is hereby submitted to the State Auditor as required by 40-708, <i>Idaho code</i> .		
Dated this: 2nd day of December, 2025.		
ATTEST:		
Jason Faulkner, Treasurer		Ronald G. Jacobson, Mayor
City Clerk/County Clerk/District Secretary (type or print name & sign)		Commissioners or Mayor (type or print name & sign)
Contact Phone Number: (208) 457-3310		

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025

Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	\$	1,710,609.71
RECEIPTS			
LOCAL FUNDING SOURCES			
Line 2	Property tax levy (for roads, streets and bridges)		
Line 3	Sale of assets	\$	233,863.00
Line 4	Interest income	\$	208,524.59
Line 5	Fund transfers from non-highway accounts.	\$	9,358,277.10
Line 6	Proceeds from sale of bonds (include LIDs)		
Line 7	Proceeds from issue of notes (include loans)	\$	-
Line 8	Local impact fees	\$	2,070,185.33
Line 9	Local option registration fee		
Line 10	All other LOCAL receipts or transfers in.	\$	338,511.13
Line 11	Total Local Funding (sum lines 2 through 10).	\$	12,209,361.15
STATE FUNDING SOURCES			
Line 12	Highway user revenue	\$	2,953.90
Line 13	Sales tax/Inventory replacement tax		
Line 14	Sales tax/Revenue sharing	\$	360,501.27
Line 15	State Exchange funds.		
Line 16	All other STATE receipts or transfers.	\$	-
Line 17	Total State Funding (sum lines 12 through 16).	\$	363,455.17
FEDERAL FUNDING SOURCES			
Line 18	Secure Rural Schools		
Line 19	Federal-aid Bridge		
Line 20	Federal-aid Rural		
Line 21	Federal-aid Urban.	\$	31,819.71
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers	\$	-
Line 23	Total Federal Funding (sum lines 18 through 22)	\$	31,819.71
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)	\$	12,604,636.03

DISBURSEMENTS

NEW CONSTRUCTION		
Line 25	Roads	\$ 422,642.07
Line 26	Bridges, culverts and storm drainage	
Line 27	RR Crossing	
Line 28	Other (specify - including salaries and benefits).	
Line 29	Total New Construction (sum lines 25 through 28).	\$ 422,642.07
RECONSTRUCTION/REPLACEMENT/REHABILITATION		
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade).	\$ 342,357.33
Line 31	Bridges, culverts and storm drainage	
Line 32	RR Crossing.	
Line 33	Other (specify - including salaries and benefits).	\$ 1,658,053.86
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	\$ 2,000,411.19
ROUTINE MAINTENANCE		
Line 35	Chip sealing or seal coating.	\$ 430,422.01
Line 36	Patching	\$ 18,228.24
Line 37	Winter Maintenance	\$ 168,089.01
Line 38	Grading/grading	
Line 39	Bridge.	
Line 40	Other (specify - including salaries and benefits).	\$ 1,658,053.86
Line 41	Total Routine Maintenance (sum lines 35 through 40)	\$ 2,274,793.12
EQUIPMENT		
Line 42	Equipment purchase - automotive, heavy, other.	\$ 4,372,263.66
Line 43	Equipment lease / purchase	\$ -
Line 44	Equipment maintenance.	\$ 646,810.36
Line 45	Other (specify).	\$ 392,522.23
Line 46	Total Equipment (sum lines 42 through 45)	\$ 5,411,596.25
ADMINISTRATION		
Line 47	Administrative salaries and expenses.	\$ 258,161.80
OTHER		
Line 48	Right-of-way and property purchases	
Line 49	Property leases	
Line 50	Street lighting	\$ 128,794.00
Line 51	Professional services - audit, clerical, and legal.	
Line 52	Professional services - engineering.	
Line 53	Interest - bond (include LIDs).	\$ 13,700.23
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	\$ -
Line 56	Redemption - notes (include loans)	
Line 57	Payments to other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	\$ 142,494.23
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	\$ 10,510,098.65
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	\$ 2,094,537.38
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	\$ -
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	\$ 3,805,147.09
Line 65	Funds on Line 64 obligated for specific future projects.	\$ 1,868,134.14
Line 66	Funds on Line 64 retained for general funds and operations.	
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	\$ 1,937,012.95

REPORTING MEASURES

<u>NEW CONSTRUCTION</u>			
Line 68	Total lane miles constructed		0.00
Line 69	Total square feet of bridge deck constructed		0.00
<u>RECONSTRUCTION / REPLACEMENT / REHABILITATION</u>			
Line 70	Total lane miles rebuilt, realigned, or overlay		1.87
Line 71	Total square feet of bridge deck reconstructed or rehabilitated.		0.00
<u>ROUTINE MAINTENANCE</u>			
Line 72	Total lane miles with surface treatments, chip sealed, seal coated etc. on line 35.		8.50
Line 73	Total lane miles graded or bladed on line 38		0.00
<u>PROJECTS</u>			
<u>NEW PROJECTS</u>			
Line 74	Available Funds (From line 65).	\$	8,940,817.31
	Project List	Start Year	Projected Cost
	Chase Road UPRR Railroad Crossing	FY 2026	\$1,896,580.00
	Prairie and GreensferryPrairie and Greensferry	FY 2026	\$450,000.00
	Prairie Trail Extension	FY 2026	\$150,000.00
Line 75	Estimated Cost of future projects.	\$	2,496,580.00
Line 76	Available for Other Projects (line 76 minus line 77)	\$	6,444,237.31

MANDATORY Section must be completed on HB312 Revenue

Reporting is required on the highway user revenue from HG312. Make sure you list how much you received in additional revenue on line 77. Starting on line 78, check the maintenance that was completed with the additional funds, provide how much was spent on each item, and a general description including quantity of length.

Line 77	Total amount of Highway User Revenue from HB312		\$	510,547.45
	Maintenance performed	Amount Spent	Description of Work	
Line 78	Rehabilitation of Road	\$ 430,422.01	Street reconstruction projects	
Line 79	Rehabilitation and maintenance of bridge	\$ -		
Line 80	Chip Sealing / Seal Coating	\$ 695,744.37	Road patching along with sealing and maintenanc.	
Line 81	Grading / Blading	\$ -		
Line 82	Striping	\$ 53,764.30		
Line 83	Traffic Control	\$ -		
Line 84	All other maintenance	\$ 18,228.24	Patching	
	Total amount spent on maintenance or replacement	\$ 1,198,158.92		
Line 85	Deferred maintenance cost over the last 5 years (in dollars)		\$	-

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Salary Survey Contract with Optimal Talent Dynamics

ITEM AND RECOMMENDED ACTION:

Staff is seeking approval of a professional services agreement with Optimal Talent Dynamics to perform a salary survey. City council approval will authorize the mayor to execute the agreement for the city. No presentation is planned on this item.

DISCUSSION:

City staff has been working on proposals to complete a salary survey for some time. After the previously selected consultant was unable to move forward with the project, staff discussed completing a salary survey with Wade Larson at Optimal Talent Dynamics. The City has used Optimal Talent Dynamics for projects in the past. City Council held a workshop with Wade in September to discuss the project and the process of performing the survey. To help keep costs lower, staff will be doing much of the data collection, which will then be reviewed and analyzed by Optimal Talent Dynamics.

Outsourcing the analysis work for the survey will provide the City with valuable insights, help us stay competitive and to ensure fairness in compensation practices. It also provides objectivity and credibility regarding the results. Staff recommends that the Council approve the proposed contract with Optimal Talent Dynamics to begin a comprehensive Salary Survey.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Workshop on September 16th

APPROVED OR DIRECTION GIVEN:

Proceed with salary survey

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The cost of the survey is \$20,295, and will be funded from the General Fund. To help keep the price down, staff will do much of the data collection in-house.

BUDGET CODE:

ATTACHMENTS:

1. Council Memo 12.16.2025
2. 2025.10.29 Optimal Talent Dynamics PSA

CITY OF POST FALLS AGENDA
REPORT UNFINISHED BUSINESS
MEETING DATE: 12.16.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Janet Best, Human Resources Director

SUBJECT: Salary Survey with Optimal Talent Dynamics

ITEM AND RECOMMENDED ACTION:

This Salary Survey was proposed to Council in September during a workshop with Wade Larson. Outsourcing the survey will provide the City with valuable insights, help us stay competitive and to ensure fairness in compensation practices. It is recommended that the Council approve the proposed contract with Optimal Talent Dynamics to begin a comprehensive Salary Survey.

DISCUSSION:

Purpose:

The purpose of this memorandum is to seek Council approval for the contract with Optimal Talent Dynamics.

Background:

Given the critical nature of accurate compensation data, it is important to ensure our salary structure aligns with industry standards while remaining competitive in attracting and retaining top talent.

Justification:

In using Optimal Talent Dynamics for the survey, the City will benefit from:

- Objectivity and Credibility
- Access to Broader Data
- Industry-Specific Insights
- Resource Efficiency
- Comprehensive Benchmarking

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

General Fund

ATTACHMENTS:

1. Optimal Talent Dynamics Consultant Contract

CITY OF POST FALLS:

City of Post Falls, Idaho
C/O City of Post Falls Administration Department
408 N. Spokane Street
Post Falls, ID 83854

City Project Manager: Janet Best, Human Resources Director.
Phone: (208) 773-3511
Email: jbest@postfalls.gov

CONSULTANT:

Optimal Talent Dynamics, LLC
Wade Larson, President.
Phone: (707) 290-9121____
Email: drwade@optimaltalentdynamics.com

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "City," and Optimal Talent Dynamics, LLC, a Washington limited liability company, duly authorized to do business in Idaho, hereinafter referred to as the "Consultant," hereinafter referred to along with the City as the "Parties."

W I T N E S S E T H:

WHEREAS, the City desires to engage Consultant to conduct a comprehensive Compensation Study evaluating the City's compensation structure, internal equity, and external market competitiveness; and

WHEREAS, the Consultant represents that it is qualified and willing to perform such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services described in **Exhibit A** – Proposal for Compensation Study (attached and incorporated). In case of conflict, this Agreement controls over the Exhibit.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project is to be located in the City of Post Falls.

2.2. SCOPE/STATEMENT OF WORK: The Consultant will provide the services described in **Exhibit A**. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

2.3. PERSONNEL: Services will be performed primarily by Dr. Wade Larson, President of Optimal Talent Dynamics. Consultant shall not substitute key personnel without prior written approval of the City.

2.4. ASSIGNABILITY: The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

2.5. RELATIONSHIP OF THE PARTIES: The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with it, but shall not supervise or otherwise direct the Consultant, except to provide recommendations and approvals pursuant to this Agreement.

2.6. TERM: Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon the City's request, and subject to its approval, a schedule for the performance of the Services, which may be adjusted as the Project progresses, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the City's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid at an hourly rate based on the rates listed in the Budget section of **Exhibit A**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$20,295 without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. REIMBURSABLE EXPENSES: Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the City Project Manager. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include expenses by the Consultant and the Consultant's employees in the interest of the Project.

3.3. EXCLUSIONS FROM COMPENSATION: Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities,

service, or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Article, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement, including but not limited to fees, licenses, and permits, have already been included in the computation of the Consultant's fee and may not be charged to the City.

3.4. TIME OF PAYMENT: Payments will be made in monthly installments based on an invoice of services rendered and costs incurred during the previous month. The invoice will be addressed to the City Project Manager at the address listed above. The invoice will be paid within 30 days of receipt by the City, contingent upon review and authorization by the City's Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past-due amounts may incur a finance charge, as stipulated by law, not exceeding 1% of the past-due amount per month.

3.5. METHOD OF PAYMENT: The City, in its sole discretion, may elect to make payment by warrant (check), credit card (payment card or "P" card), Automated Clearing House (ACH), or Electronic Payment (E-payment or E-payables). The pricing submitted by the Consultant and accepted by the City is inclusive of applicable payment terms, as well as any fees incurred by the Consultant through their financial institutions in accepting the above-referenced payment methods. No additional fees or charges to the City shall apply, unless otherwise approved by the City in advance.

3.6. FINAL INVOICE: For the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will be closed and any budget balances will be deleted, the Consultant agrees that any further charges not adequately included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. INSURANCE: The Consultant will maintain, at a minimum, the insurance coverage outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until the City Attorney receives and approves evidence of all required insurance. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without forty-five (45) days' prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the company's liability. Additionally, the policy must be endorsed, and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be the City of Post Falls, 408 N. Spokane Street, Post Falls,

Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. GENERAL LIABILITY INSURANCE: The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage. The General Liability Insurance must state that City of Post Falls, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

4.3. AUTOMOBILE INSURANCE: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to City of Post Falls.

4.4. WORKERS' COMPENSATION: The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability.

4.5. PROFESSIONAL LIABILITY INSURANCE: The Consultant will carry Professional Liability insurance coverage in the minimum amount of this Agreement or \$1,000,000.00, whichever is less.

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

ARTICLE 5. CONTRACT TERMINATION

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

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the

City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based on an itemized breakdown and documentation by the Consultant that services have been performed up to the date of termination, and acceptance of said documentation by the City. In case of termination for cause, the Consultant must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. CLOSE-OUT OF WORK: Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City, the Consultant must:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
- (4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

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

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: All documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All materials, whether finished or unfinished, prepared by the Consultant under this Agreement shall be the property of the City, regardless of whether the project is completed or this Agreement is canceled before its expiration.

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

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

7.4. INFRINGING ON OTHERS' INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option) the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages,

including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials required explicitly by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.5. FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.6. MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the City, at any time during their regular operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

7.7. APPROVAL OF DOCUMENTS: The City's approval of documents resulting from the services provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for performance of its services outlined in this Agreement.

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The Consultant shall ensure that the substance of the foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Contract is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying all taxes associated with the work under this Agreement, including, but not limited to, income and social security taxes.

8.2. ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

8.3. COMPLIANCE WITH LAWS: The Parties hereto specifically agree to observe federal, state, and local laws, ordinances, and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the

terms of this Agreement.

8.4. MODIFICATION: No modification or amendment to this Agreement will be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

8.5. VENUE STIPULATION: This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall apply to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.

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

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

8.8. OTHER EMPLOYMENT: This Agreement is not an exclusive services Agreement. The Consultant may undertake other professional assignments while fulfilling their obligations under this Agreement.

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

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

8.11. NOTIFICATION: All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered

to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

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

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

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

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

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

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

- 8.17.1 **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the “Anti-Boycott Against Israel Act” (Idaho Code 67-2346).
- 8.17.2 **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.
- 8.17.3 **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- 8.17.4 **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

9.1. **CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement and the other documents listed below and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. This Agreement; and
2. Exhibit A - Proposal for Compensation Study; and
3. Exhibit B - Nondiscrimination Requirements.

END OF ARTICLES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein.

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: _____, 2025

CONSULTANT

Dr. Wade Larson, President

Date: _____, 2025



OPTIMAL TALENT



June 26, 2025

Shelly Enderud
City of Post Falls
408 N Spokane St.
Post Falls, ID 83854

RE: Proposal for Compensation Study

Dear Shelly,

Thank you for the opportunity to provide this proposal to conduct a comprehensive compensation study for the City. Per our conversation, I am providing options that should allow for the project's completion within acceptable timeframes and budgetary considerations.

Enclosed you will find a general overview of the recommended approach we take for the project. It should provide the flexibility and outcomes you seek.

The proposal is presented in various steps. Depending on the City's priorities and desired engagement in the process, I provide a range of solutions according to need and affordability. Some of the broad expectations within the proposal include:

- Planning: Creating the project's scope, expectations, outcomes, and parameters will be important to ensure the study's validity, reliability, and usability.
- Pre-work: Several steps can be undertaken by the City's HR team (and others as needed) in preparation for the compensation work. This will help to reduce external costs and can improve the ongoing success of the program after the study.
- Study: Data collection is a significant part of the project. Our role as an independent third-party will maintain validity and reliability.
- Analysis: The compensation data only becomes useful as it is analyzed and presented for consideration. Analysis also considers current positions, placement, and recommendations for any adjustments.
- Program Management: Throughout the process, an internal team, committee, or group specific to compensation can improve acceptance of the outcomes and help to maintain programmatic changes in the future. We provide solutions to help plan, develop, train, and administer program management during and after the study.
- Presentation: Because of the sensitive nature of compensation, a third-party subject matter expert can assist in presenting data, sharing analysis, answering questions, and otherwise assisting with the program implementation with several stakeholders.

Throughout this proposal, I provide recommendations, options, and solutions to help achieve your goals with the compensation study. This is a "starting point" for our discussion and we can work on any adjustments or modifications as needed.

Thanks!

Wade Larson, President OTD

BACKGROUND

Per our conversations over the past weeks, the following summarizes our understanding of the City's current opportunities.

Compensation Considerations

When developing or adjusting an organization's compensation program, three factors must be considered for ongoing effectiveness:

- **External Competitiveness** - How the organization compares to other employers within its designated or desired "market." The "market" includes employers against whom the City competes for employees directly and/or those organizations to whom the City loses its employees.

While there are several factors within the scope of "market competitiveness" to consider, employers in the designated market against which the City compares must also consider factors such as:

- Organization size
- Organization type – Some positions compete with private and public sectors.
- Budget – Bigger budgets often allow more room for compensation.
- Proximity – The regionality of employers and their competitiveness

Several of these external competitiveness factors may be included as a part of the compensation strategy planning process.

- **Internal Equity** – How jobs compare to one another within the organization. This may also consider factors such as relationship with pay ranges, relationships between ranges, and other factors. Internal equity is often determined using compensable factors and a job evaluation process.
- **Ability to Pay** – An organization can only pay as much as it can afford. Considering how to address inequities or building a post-study process that fits within budget is essential for program effectiveness.

Comprehensive Compensation Study

The City of Post Falls seeks to conduct a comprehensive compensation study to assess its current position and competitiveness within the market for which they compete for employees. With the initial goals of maintaining market alignment, fair compensation practices, and internal equity, the study intends to look at multiple factors that affect total compensation and rewards including (but not limited to):

- Base pay (hourly or salary)
- Additional pay (e.g., overtime, differentials)
- Core benefits (e.g., "mandatory" benefits such as health, retirement, etc.)
- Additional benefits (non-traditional benefits or that exceed typical Core Benefits)
- Voluntary benefits (e.g., access to voluntary benefits through the City)
- Retirement (PERSI, 457 programs, and other programs)
- Paid time off

- Health and wellness (beyond “mandatory” benefits such as insurance)

Other parameters and elements of the study may be identified during the Planning process.

Program Definition

Though it was discussed in a previous meeting, the City must define its desired position within the market. Some of these considerations include:

- Overall compensation philosophy, including definitions of “total compensation,” market parameters, and compensation management strategies.
- Which entities comprise the “market” for comparison. (This may differ by position.)
- Where the City desires to be in comparison to other employers in the “market.”
- Ability to make appropriate adjustments should the study show inequities.
- Involvement of a Compensation Committee or similar in the development and ongoing management of the program.
- Plan design, including compensation structures and influence of elements such as performance and longevity.

Several other considerations will also arise as the program is initially defined and refined through the compensation study. An initial definition of scope and the project will be critical.

Budgetary Challenges

A significant challenge will be managing direct costs and those resulting from the study’s recommendations. Among these challenges include:

- Direct cost to conduct the study and develop resulting programs.
- Internal adjustments where inequities are identified.
- Overall adjustments to match the City to its desired market position.

We have taken these into consideration through this proposal.

Opportunity for Partnership

Finally, this also becomes an opportunity for partnership as several steps that are typically outsourced to consultants can be completed in-house. This will allow:

- Reduced consulting costs as work is performed by City staff.
- Personalized application as the City builds a program that is sustainable and manageable through future years.
- Development of HR staff as they build and manage the program internally.
- Alignment with current programs, such as the HR data management. This may provide an opportunity to streamline and manage the program moving forward.

The number of solutions are offered where work can be performed by City staff guided by the consultant.

PROPOSED PROCESS CONSIDERATIONS

The following outlines the recommended process, parameters, and steps for this project.

Planning

The planning process should include the following:

- **Strategy Meeting:** While an initial meeting took place to start the dialogue, it is important to formulate at least a broad strategy for the project. This includes preliminary guidance on topics that include (but are not limited to):
 - **Desired Market Placement:** An organization typically seeks to lead, meet, or lag the market depending upon its employment and business strategy. In the case of the City, there may be questions that cannot be answered initially. However, a broad understanding of its desired position will be important.
 - **Compensation Definition:** There are many aspects to compensation that can be considered an organization's "total rewards strategy." Because of the comprehensive nature of the study, the amount of data to collect, and the probable impact of each element of compensation, it is critical to determine information for comparison.
 - **Internal Equity:** While there are general assumptions about the need to maintain internal equity, a strategy level conversation is appropriate to identify any anomalies or special considerations.
 - **Market Definition:** While some of this may be included in the Planning step, to which the City compares (or wants to compare) is a strategy level conversation. The market definition may also differ by position.
 - **Compensation Committee:** Identifying a small team of individuals to oversee and manage the project outcomes, guide implementation, and manage the program in the future will help to lay the foundation.
 - **Special Considerations:** There may be specific concerns, parameters, or other considerations held by various stakeholders. It is critical to identify those concerns and considerations from the start.

While the Strategy Meeting does not necessarily need to be the first step, it should be scheduled and organized early in the process.

- **Planning:** Some of the information specific to scope, expectations, outcomes, and parameters may be identified within the Strategy Meeting. However, several other programmatic, logistical, administrative steps are needed from the beginning. The Planning step includes workshop conversations primarily with HR, key administrators, and anyone who may be involved in the "hands-on" steps of the project.
 - **Internal Program Evaluation:** An initial assessment of the current program should include:

- Identification of concerns, shortfalls, general “problems” specific to compensation, and other areas to be addressed.
 - Effectiveness of current pay practices. This may differ by position or job group.
 - Internal equity. An overview of the current pay structure, organization, and relationships is important.
 - General assessment of hot spots, needs, and opportunities is essential.
- Internal Equity Documentation: To address the element of internal equity, a review of job descriptions, job evaluation practices, compensable factors, and other tools is needed. This will most likely result in job description updates, job evaluation review, and other practices.
 - Market Definition: While some of the decisions specific to the “market” may be addressed in the Strategy Meeting, additional refinement and specificity will be needed during the planning stage.
 - Internal Equity – Evaluation: If the City has a current process to evaluate positions for internal comparison (e.g., how to compare one position to another as they are assigned to pay grades), we will review the process. If there is not a formal job evaluation process, one must be developed to ensure proper compensation management during this project and into the future.
 - HR Systems Alignment – Depending on the current HR system, there may be opportunities to streamline steps during the planning (and implementation) steps. These can be considered to optimize results, administration, and ongoing sustainability.

Other steps may be included in the Planning stage that assist in market data collection, analysis, internal equity design, and other factors.

- **Pre-Work:** Prior to data collection, there are several steps that can help to facilitate the process and improve data validity and reliability. Some of these steps include:
 - Job Description Update: If the current format of the job descriptions is acceptable and contains the information required for internal job evaluation, this step will primarily focus on content updates. Ideally, all job descriptions should be reviewed prior to the study. However, depending on the resources available, this may be limited to anchor positions primarily for use during the study.
 - Job Evaluation Preparation: If the City has a current job evaluation process, it should be reviewed to align with current priorities and needs. If it does not exist, or the current process is less than formal, the City may consider preparing for and conducting job evaluations to establish internal equity relationships. This may include, but not be limited to:
 - Identifying compensable factors – those factors for which the City establishes value for the basis of pay. Broad categories such as responsibility, job scope, required competencies, leadership, etc. would be identified and defined.
 - Establishing a job evaluation process. This may be conducted in-house by HR or include members of the Compensation Committee. Once the compensable factors and rating process is established, training will be required.

- Data Evaluation. As evaluations are completed, data must be maintained for regular review and later analysis.
- Compensation Program Review: A broad review of the current compensation program, its effectiveness, and areas of concern will also be required.
- **Study:** Data collection is based upon the information developed through the Strategy and Planning processes. The third-party consultant conducts the study to maintain validity and reliability of the data. Information obtained through the data collection process is then analyzed for reporting comparisons of current positions to market.
- **Analysis:** Once the data is collected, the following steps must be taken:
 - Market review of each position and its relationship to external compensation factors.
 - Identification of misaligned positions and evaluation according to established thresholds.
 - Overlay of market data with internal equity to identify alignment/misalignment.
 - Consider budgetary impact of adjustments (including adjustments over time).
 - Provide recommendations on adjustments to consider (e.g., which positions to be adjusted, by how much, and strategies to do so).
 - Conduct a risk analysis of project implementation – e.g., impact of making or not making recommended salary adjustments.
 - Report of overall outcomes. This includes presentations to the Compensation Committee, Managers, and other stakeholders.
- **Program Management:** Once changes are determined, implementation strategies are developed and implemented. These may include, but not be limited to:
 - HR Systems updates – how to structure and revise programs for automation and administration.
 - Management Training – what managers must know to effectively administer pay practices within their departments.
 - Ongoing data updates – establish processes for future updates.
 - Compensation Committee expectations – identify the role of the Committee for ongoing compensation purposes.

PROJECT OPTIONS

Recognizing the need to complete the project, the steps required to conduct a comprehensive compensation study in public sector, and the budget constraints to conduct the study, we offer the following recommendations.

Strategy Meeting

We recommend a facilitated Strategy Meeting to determine the primary guidelines. While many of the topics were discussed in a prior meeting, a specific strategy meeting with either the Executives or designated Compensation Committee should determine the following:

- Project scope – how broad and deep of a study will be included (e.g., number of positions, market comparison, job evaluation, etc.)
- Market definition (possibly broken out by positions)
- Desired market placement – lead, lag, or meet
- Internal equity considerations
- Other considerations

This is a single meeting. Additional follow-up meetings may be required. It is recommended that the consultant plan and facilitate the meeting with pre-work required by attendees.

Planning

We recommend a comprehensive planning session with HR and desired executive team members. An initial planning session may cover a broad spectrum, but follow-up meetings are most likely required to cover all topics and preparations. To assist with the budgetary impact of the project, the following recommendations are made:

- Internal Program Evaluation: We recommend tasking HR (or others involved) with completing a worksheet to evaluate and identify current concerns, etc. This will help to collect the required information without incurring additional consultant expenses.
- Internal Equity Program: If a current internal equity program exists, we recommend the consultant review the program with HR for updates and effectiveness. If it does not exist, we recommend developing a practical internal equity solution to assist in evaluating positions.
 - Existing Program: This would include the completion of the evaluation documentation provided by the consultants. HR (or others) would complete the program analysis worksheet. The consultant and HR would then meet to review the outcomes and determine best approaches.
 - New Program: This would include the completion of worksheets by HR or others to identify compensable factors. A meeting would be necessary to discuss the program, refine its application, and prepare a job evaluation solution. The consultant would be tasked with assisting in the identification of compensable factors, defining them, creating a job evaluation process, and training HR (and others involved) in the process.
- Market Definition: A broad conversation during the Strategy Meeting will help determine general scope of the market. The more specific meeting with HR will help to provide greater

definition and specificity, including the identification of contacts, contact information, and current data solutions available to the City that can be used as part of the analysis.

- **Job Evaluation:** If HR conducts the job evaluations (we can discuss pros and cons), they would be tasked with the overall procedure and outcomes. If the City chooses to include the Compensation Committee, additional training of the Committee will be required as well as facilitation of the initial Evaluation meetings.
- **HR Systems Alignment:** HR would be tasked with identifying opportunities within the system to streamline the compensation study and ongoing management. The consultant can assist in identifying solutions to assist with the compensation study as well as to streamline, automate, and update future administration.

Pre-Work

Other steps required prior to data collection may involve HR in the consultant at different levels.

- **Job Description Updates:** It is recommended that HR or others update job descriptions according to specified parameters that will assist in accurate job evaluation. The job description updating process will require HR to work with managers to ensure the most accurate position information.
- **Job Evaluation Preparation:** The consultant will prepare job evaluation content and materials to be used by either HR or the Compensation Committee. Training may be required in either case (HR or Committee) is.
- **Job Evaluation Process:** If HR conducts the job evaluations, most of the work will be conducted in-house. If the Compensation Committee conducts job evaluations, training will be required as will the facilitation of the first meeting(s) of the committee.
- **Internal Evaluation Data Analysis:** As the data is collected, additional analysis will be required to evaluate and determine any adjustments to internal positions. This will require consulting between the consultant and HR.

Study

The direct collection of compensation data will be conducted by the consultant. Considerations on the depth and breadth of the study include, but are not limited to:

- Number of positions to be surveyed.
- Number of market comparators (other employers).
- Compensation data to be collected (e.g., salary, benefits, PTO).
- Nature of positions for data collection (e.g., admin, emergency services, etc.).

Third-party data collection by the consultant will help ensure data validity and reliability.

Analysis

Once the salary and internal data are collected, both external and internal data must be analyzed and evaluated. This step should also be conducted by the consultant to ensure greater validity and reliability of the data and recommendations. Consultation with HR and executives may be required through the analysis process for clarification and alignment.

As the recommendations are prepared, several meetings will be required to align and refine the outcomes:

- HR – To discuss any concerns, answer questions, and establish appropriateness of recommendations.
- Executives – A strategy level conversation is most likely required based upon the outcomes of the analysis.
- Compensation Committee – A conversation with the Committee about the outcomes.

The reporting process is also included under this step. It is anticipated that the following is included as part of the expectations:

- Final Written Report outlining the process, recommendations, etc.
- Verbal Report to the executive team.
- Verbal Report to City Council if needed.

Program Management

Steps to prepare for ongoing program management can be largely conducted by HR. The consultant will provide recommendations and guidance as needed to establish the new program and create tools for future management.

Timing

It is anticipated that this project will take several months to complete. The majority of work should be completed by January 2026 with the following parameters:

- Initial meetings may take place prior to July 31. However, they will be limited primarily to initial program planning with HR.
- Active data collection and other steps will engage actively starting in August (2025).
- Provided there is availability of key personnel, most meetings related to the study will take place during the fall (2025).
- Any delays or requests for extension will be communicated throughout the project. (Given the collaborative nature of this proposal, ongoing communication will be critical.)
- Final reporting is anticipated no later than February 2026 notwithstanding unforeseeable delays.

Proposed Services

A comprehensive project such as this is difficult to “piece meal” due to the critical steps required. The following are anticipated estimates to complete the project:

Step	Description	Hrs or Fee
Strategy Meeting	Includes meeting preparation, facilitation, and post-analysis (prior Strategy Meeting fees waived)	4
Planning	Initial meeting	1
	Preparation (if most work is conducted in-house)	2
	Internal program evaluation (in house) meeting, training	2
	Job Evaluation prep (existing) – meeting, analysis, review (HR conducts)	2
	Job Evaluation prep (new) – meeting, compensable factors, document preparation, etc.	6
	Market Definition – refinement with HR	2
	HR Systems Alignment – consultation	2
Pre-Work	Job description updates – consultation for formatting, process, etc. (with HR performing work)	2
	Job description updates – if consultant performs the work and updates.	1 hr. min per job description
	Job evaluation preparation (either HR or Committee) – process, tools, materials, training, etc.	5
	Job evaluation – Committee – training, facilitation of first meetings	6
	Data analysis – job evaluations	4
Compensation Study	Depends on scope and breadth. • Up to 20 comparator agencies (not necessarily for all positions) • Up to 35 positions (anchor positions). • General pay, core benefits, and PTO. Additional comparators, positions, data for collection.	50 1 hr. per additional
Analysis	Merging internal and external data for comparison and recommendations	15
	Meetings – for discussion and/or presentation. Anticipated 3 meetings (HR, Executives, Compensation Committee)	6
	Presentation – stakeholders. A general presentation or attendance at a meeting (e.g., City Council) to present findings.	2
	Report preparation.	10
Program Management	General consultation to establish ongoing program management.	2

We offer these services at our long-standing discounted consulting rate with the City of \$150/hour. In addition:

- No additional fees for travel to/from the City (for anticipated meetings, trainings, etc.)
- No additional fees for administrative support related to the project (within the project overview listed above)
- Fees for prior Strategy Meeting waived (\$600 value)

Additional fees for service will be authorized prior to incurrence.

Additional Considerations

The following considerations may assist in creating a project that is workable and affordable to the City:

- The estimated scope (previous page) prices out to \$18,450 without additions or modifications. Additions to the project scope would be discussed and approved prior to billing or implementation.
- An initiation fee representing the first 25 hours of work will be due upon execution (\$3750) to assist with initial costs.
- Subsequent project billing can be made as hours are incurred to allow payment flexibility across fiscal years.
- While it is anticipated that additional parameters, positions, and data will be requested, a reasonable rate (including possible revised packages for additional data) will be considered.

This proposal is meant to be collaborative in nature. Though we have done our best to be highly conservative in the estimated hours related to the project, additional costs may be incurred. The consultants would seek approval for any additional fees that may be incurred.

OTHER INFORMATION

- This estimate is valid for 60-days from the proposal date and is specific to the City of Post Falls.
- Quoted project fees include administrative costs such as envelopes, paper, printing, and fulfillment and are based on OTD's standard materials and printing methods. This does not include postage, travel costs that may be incurred for in-person meetings, etc.
- Professional fees do not include fees for translation services for non-English-speaking participants, which will be billed to the client at cost.
- Client will provide sufficient resources to assist OTD in developing standard communication pieces (e.g., email announcements to employees about events), participate in periodic status update calls, and assist with escalated issues with participants.
- Actual start date will be determined by mutual agreement between client and OTD, based on first-come, first-served availability. Services require the receipt of the signed agreement.
- OTD retains the right to adjust fees as necessary if a change in the project's scope is made that significantly alters the anticipated workload and/or hours required to complete the project. Consultant will seek authorization prior to any changes in fees or scope.
- Timeline of Completion: Upon acceptance, Optimal Talent Dynamics will work with the client to establish timelines and due dates for deliverables as outlined in this proposal. Consultant commits to deliver such deliverables as agreed upon by both parties.
- Payment for Services: The client agrees to pay for the total cost of anticipated products and services. Should a partial payment agreement be established, a commitment payment is required to execute this agreement. Should the consultant fail to deliver as agreed, he shall return that portion of the payment for services not rendered and/or products not delivered as deemed undelivered by the consultant. Upon execution, the consultant shall invoice the client with an amount due at the beginning of the project with additional invoices billed monthly throughout the project. (Invoices are billed at net-zero terms unless otherwise agreed to.) All other services are generally billed in advance or at the time of service execution per the consultant's standard practices.
- Satisfaction Guarantee: Optimal Talent Dynamics is committed to your success. We will do everything possible to ensure that your experience is the best. We understand that you expect the best. At the same time, we also recognize that the services are based upon proven strategies that only work when implemented correctly and effectively.

Should the delivery of our services and/or materials not meet the anticipated outcomes as described herein, we will work with you as our client to remedy the situation. Such remedy may include re-instruction, replacement of materials, subsequent provision of services as appropriate, or refund (in part or in whole) as determined by the consultant. Again, while we do not anticipate any dissatisfaction whatsoever with the delivery of products and services as outlined in this proposal, we will do our best to remedy any default on our part or provision of products or services deemed to be less than satisfactory.

- **Remedy:** Optimal Talent Dynamics commits to resolving all disputes with the client to the best of its abilities. Optimal Talent Dynamics expects a capitulation of good faith to be demonstrated by both parties in the creation, delivery, and execution of this program. Should there arise a dispute regarding any matter as described herein that cannot be resolved through good faith negotiations, the client agrees to settle disputes through licensed mediation.
- **Special Pricing and Confidentiality:** The consultant has prepared this proposal exclusively for the sole consideration of the client. Information contained within this proposal is confidential and is not intended to be shared with others outside of the client. The pricing offered herein is provided at a special promotional price and should not be construed as typical pricing for future projects or with other organizations.

Statement of Non-Disclosure & Confidentiality

This document contains proprietary and confidential information. All data submitted to the client is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Optimal Talent Dynamics (OTD) or Dr. Wade Larson. The recipient of this document agrees to inform present and future employees of the client who view or have access to the content of its confidential nature.

(Public information and disclosure rules supersede any part of the agreement in conflict with such regulations. However, individual contract exceptions does not negate the remaining agreement, in part or in whole.)

OTD and Dr. Wade Larson retain all title, ownership, and intellectual property rights to the materials and trademarks contained herein, including all supporting documentation, files, marketing material and multimedia.

OTD, its affiliates, and Dr. Wade Larson also agree to non-disclosure of confidential information provided to them by the client and its members and/or affiliates. All information provided will be generally considered confidential unless deemed public information.

By acceptance of this document, the recipient agrees to be bound by the aforementioned statement.

Travel and Other Costs

Travel costs are generally reimbursable by standard IRS rates for mileage and hourly rates for travel time unless otherwise stated within the proposal. Overnight accommodation costs are the responsibility of the client (e.g., for any onsite presentation prior to 9 a.m. that requires more than 90-minutes travel time from Spokane, WA). Travel between Spokane and Post Falls are included in hourly rates or base charges as quoted herein.

ACCEPTANCE

This bid is intended to offer pricing and proposed services. If adjustments are needed to meet specific needs, OTD is open to discussion for specific services and is willing to work with the client to determine the specific terms and conditions of each assignment.

Acceptance of this bid and authorization to provide the services as described within this proposal indicates the acceptance of the general services and price for the initial scope of services.

Acceptance by both parties may be made by signing below and returning by mail or email to:

Optimal Talent Dynamics

Email: DrWade@OptimalTalentDynamics.com

Wade M. Larson

Mail: 1505 E Virginia Rd., Spokane Valley, WA 99216

Phone: (707) 290-9121

If modifications are requested to the proposal, please describe the modifications to this proposal/bid and attach them to this agreement.

Both parties agree to the proposal as outlined herein. Any modifications to the agreement shall be clearly defined with both parties in agreement and exchanged in writing. By signing below, both parties agree to work together in good faith toward the successful execution and implementation of the products and services as outlined herein. The terms, conditions, and pricing options within this agreement shall be good through August 31, 2025.

City of Post Falls, Idaho
Client

Optimal Talent Dynamics
Consultant

<i>Signature of Representative</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
		Dr. Wade M. Larson	
<i>Printed Name</i>		<i>Printed Name</i>	
		President, Consultant	
<i>Title</i>		<i>Title</i>	

Exhibit B Nondiscrimination Requirements

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Arrive Post Falls Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement (CIA) for the subject project.

DISCUSSION:

This Agreement reflects the construction of the Arrive Post Falls project. The Agreement sets forth the typical expectations of the Developer of the project and sets forth the responsibilities of the Developer and the City of Post Falls. This is a mixed-use development that will consist of a total of 270 residential units, including 12 apartment buildings, 6 townhomes, and 2 acres of commercial development located at the northeast corner of N. Cabela Way and W. Pointe Parkway. The application was submitted by FLT Post Falls FLTE, LLC & FLT Post Falls YB, LLC. The site plan was approved as meeting the applicable standards of the City of Post Falls.

The Developer has additional sewer improvements that are covered in Amendment I and were previously agreed to in an agreement with the City "Addendum #1 to Development Agreement - Pointe (CCM) Zone Change" that was entered into on July 11, 2024. The Developer is in compliance with the requirements of Addendum #1.

***Draft CIA attached. Original to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Addendum #1 to Development Agreement - Pointe (CCM) Zone Change - July 11, 2024

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Acceptance of operations and maintenance costs for sanitary sewer and water with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Arrive Location Map
2. Final Draft 12.5.25



ARRIVE POST FALLS LOCATION MAP

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

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

This CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS (this "Agreement") by and between THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **FLT POST FALLS FLTE, LLC, a Delaware limited liability company, and FLT POST FALLS YB, LLC, a Delaware limited liability company, as tenants in common** (hereinafter collectively, the "Developer"), is enter into effective the _____ day of _____ 2025, respecting the development of **a multifamily housing project consisting of 270 residential units known as Arrive Post Falls (the "Project")**, affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls.

WHEREAS, the Developer is the Owner of the real property which is the subject of the Agreement (hereinafter the "Property") is located in the City of Post Falls and is described as set forth on Attachment A, which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Agreement).

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Engineer as authorized by the City Council, as appropriate, until Engineering inspection and other fees indicated herein are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council, Mayor or City Engineer, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 18, Zoning, of the Post Falls City Code requires certain improvements to be provided by the owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, the City of Post Falls has adopted site development standards which require landowners to do work in the public rights of way in order to complete their site development work; and

WHEREAS, development of inclusive lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no Certificates of Occupancy shall be issued until all improvements as outlined in this Agreement and necessary for public health and safety are constructed and substantially complete; and,

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city through a bond furnished in an

amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, The Developer seeks the City's agreement to enter in a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of the Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Post Falls Municipal Code and resolutions adopted by the City Council implementing Code requirements.

All work that is to be performed within the public rights-of-way or that is to be completed on items to be owned, operated or maintained by the City of Post Falls shall be done by a public works contractor licensed to perform said work on projects to comply with the City's ordinances; and

1.03 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the city, nor otherwise associated with the City other than in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the city other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 **ENGINEER'S RELATION TO THE CITY**

Notwithstanding any other agreement, an engineer retained by the Developer to perform the work required to be completed by the Developer under this Agreement shall not be deemed an agent, employee, partner or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and that the City is a third party beneficiary. The Developer shall require the Engineer's duties to include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 **DEVELOPER'S RESPONSIBILITY**

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of the Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof. The Developer shall notify all contractors, subcontractors, or agents providing professional services of conditions and requirements of this agreement.

1.06 **ALLOCATION OF LIABILITY**

The Developer shall indemnify and hold the City harmless from any claim, action, or demand (including but not limited to claims for labor and materials furnished for the construction of the Improvements) to the extent arising from any negligent act or omission or willful misconduct of Developer in connection with Developer's performance of duties pursuant to this Agreement. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 **DISCLAIMER OF WARRANTY**

Notwithstanding this Agreement or any action taken by any person hereunder, neither the city nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 **NON-DISCRIMINATION**

In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.

1.09 **COST OF DOCUMENTS**

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense free of copyright.

1.10 **PUBLIC UTILITIES**

- A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action or demand against the City.
- C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall be paid at the time of execution of this Agreement and not be passed on to the city unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to pay either the sewer cap, water cap and hook-up fees or confirm that those fees have been paid by the previous property owner prior to connection to the City sewer or water system as part of the installation of the public improvements.

1.11 **TIME IS OF THE ESSENCE**

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 **ASSIGNMENTS**

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;

2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 **DEFAULT – CITY’S REMEDIES**

A. The City may declare the Developer to be in default:

1. 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.
3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours notice of this default and the Developer fails to correct the failure within that time period.
4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

B. Upon a declaration of default, and failure to cure under section 1.13.A.2, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the Improvements after giving formal notice in writing to the Developer.

2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13A4.
3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 **NON-WAIVER**

The failure of the city at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 **INTERPRETATION**

- A. Each document incorporated by reference here in is an essential part of this Agreement and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
 1. Documents, appendixes or sections titled "Special Provisions"
 2. Article II of this Agreement, titled "**Improvement Construction Standards and Procedures**" and Article III of this Agreement titled "**Final Acceptance of Improvements**".
 3. Article I of this Agreement titled "**General Provisions**".
 4. Any other documents incorporated by reference herein.

1.16 **EFFECT OF STANDARD SPECIFICATIONS**

The Design Standards of the City of Post Falls, Idaho Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 **AMENDMENT**

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 **JURISDICTION – CHOICE OF LAW**

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 **SEVERABILITY**

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 **INTEGRATION**

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 **DEFINITIONS**

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. “Improvements” means improvements listed in Attachment B, which the Developer is required to construct and install in accordance with this Agreement.
- B. “City Improvements” means Improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. “Private Utility Improvement” means improvements owned, maintained and operated by a private utility or by a private owner or owner’s association.
- C. “City” for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

- D. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- E. "Final Acceptance" by the City means that the City is satisfied that **all** Improvements required by this Agreement and Title 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 **APPROVALS AND CONSENTS**

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 **ATTORNEY FEES**

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 **RECORDING**

Developer shall be solely responsible for acquisitions of property, including the preparation and recordation of documents for any and all easements or rights-of-way necessary for the completion of Improvements as outlined in this Agreement.

2.02 **PERFORMANCE GUARANTY**

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.03, 2.04 and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way.

C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all Improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimate, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all Improvements shall be the sum of the estimated cost as approved by the City Engineer. The estimated total costs of the Improvements to be owned, operated and maintained by the City of Post Falls; utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment

D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

"This type of surety is for an initial term that expires on _____ . This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the issuing bank notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this letter of credit will not be renewed.

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all Improvements and the posting of warranty guaranty as provided in Section 3.09
2. The expiration of the warranty period as provided in Section 3.08.

2.03 **PERFORMANCE BOND**

The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.

2.04 **ESCROW**

The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

2.05 **LETTER OF CREDIT**

The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in the form approved by the City.

2.06 **PREREQUISITES OF CONSTRUCTION**

The Developer shall not obtain permits for the construction of Improvements or commence the construction of Improvements until approval by all other agencies as required to construct the required Improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all public works inspection fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Public Works Inspection Fee Summary.

2.07 **ENGINEER**

- A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvement, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.
- B. The Developer shall inform the city of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer or engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.08 **PLANS AND SPECIFICATIONS**

- A. The Developer shall submit to the city, in such form as the City may specify all plans and specifications pertaining to the construction of the Improvements.
- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of Improvements, the Developer shall submit reports of the test results with the plans and specifications.

- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the Improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.09 **QUALITY CONTROL PROGRAM**

The Developer's Engineer of Record shall follow the City's project certification and quality control program when performing their duties to provide for certification of the construction work. The Engineer of record shall be responsible, in charge of the quality control / inspection activities.

2.10 **WORK SCHEDULE**

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.
- E. In case of an emergency affecting public health and safety, the City may provide to the Developer written notice to take immediate action to construct the Improvements or correct deficiencies, setting a time frame in which those Improvements must be completed. In the event that the Developer does not take action to construct those Improvements within the time frame set by the City, the City may declare the Developer in default and without providing a time period to cure may complete the Improvements and pursue reimbursement from the Developer or the security posted by the Developer.

2.11 **MATERIALS**

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.

- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with city standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to the City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.12 **GENERAL STANDARDS OF WORKMANSHIP**

- A. The Developer shall construct all Improvements in accordance with plans and specifications approved by the City, and with the terms, covenants and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091 instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which in the exercise of reasonable engineering judgment, require a modification of, or substitution for approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the Project not otherwise subject to this Agreement in accordance with applicable statutes, ordinances or specifications.

2.13 **PLACEMENT OF UTILITIES**

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of city and private utilities.

2.14 **WORK IN RIGHTS-OF-WAY**

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. The Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience towards the public.

2.15 **SURVEYOR**

A person registered as a professional land surveyor under the laws of the State of Idaho shall make all boundary surveys required for the completion of improvements under this Agreement.

2.16 **REQUIRED REPORTING**

A. *Quality Control*

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

B. *Construction Progress*

If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.

C. *Surveys*

The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

D. *Well Logs/Test Hole Logs*

The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.

E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the Improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results and construction quality control data as indicated with the City's Engineering Project Certification and Quality Control provision.

2.17 **INTENTIONALLY OMITTED.**

2.18 **OBSERVANCE**

- A. The Engineer of record or their representative shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.19 **STOP WORK ORDERS**

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of Improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.
- B. A stop work order shall remain in effect until the city approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issued a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.20 **ACCESS**

The City shall have access to all parts of the project necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.21 **MAINTENANCE**

- A. Until the City accepts the Improvements, the Developer shall maintain at his expense all public improvements associated with the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.
- B. The Developer shall repair or pay the cost of repairing damage to any Improvement that occurs prior to the City's acceptance of the Improvements, except for damage caused solely by the City, its agents, employees or contractors. The Developer shall give reasonable notice to the city before undertaking the repair of any damaged Improvement.

2.22 **OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE**

- A. Before final acceptance, the City may enter upon, inspect, control and operate any improvement if the city determines that such action is necessary to protect the public's health, safety and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the city, nor shall the action affect in any way the Developer's warranty under this Agreement.

- C. The Developer or its agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the Improvements required by this Agreement or by applicable provisions of law have been accepted by the city or other responsible public agency or have been completed as required by this Agreement.

2.23 **TIME**

The Developer shall start work and complete construction of Improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 **PREREQUISITES TO ACCEPTANCE**

The City shall not accept the Improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 **SURVEY MONUMENTS AND AS-BUILT DRAWINGS**

- A. Upon completing the Improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide to the City as-built drawings in accordance with current City Engineer's Drawing Submittal Standards. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Idaho to represent accurately the Improvements as actually constructed.

3.03 **CERTIFICATE OF COMPLIANCE**

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.15F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 **CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS**

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid for work owned or maintained by the City or private utilities and no liens or other claims have been recorded, or that the Developer knows of no intent to file a claim or lien against the City or private utility improvements.

3.05 **CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY**

The Developer shall convey to the city any easement, rights-of-way, or other property interest necessary to allow access to the City Improvements to operate, maintain or repair the City Improvements. Documents for conveyance of any and all easements or rights-of-way shall be prepared in accordance with city policies. The Developer may condition the conveyance upon the City's acceptance of the Improvements.

3.06 **INSPECTION**

- A. Upon receiving notice that the Developer has completed the Improvements, the City shall schedule inspections of the Improvements. The City may inspect all Improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.
- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all Improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the Improvements.

3.07 **CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS**

- A. The City's final acceptance of the Improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the Improvements.
- B. Upon final acceptance of the Improvements, the City will maintain said City Improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 **DEVELOPER'S WARRANTY**

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year from the date of final acceptance (warranty). This warranty shall cover all direct costs of repair or replacement, and damage to the improvements caused by such failure or defect or in the course of repairs thereof, but only to the extent such failures or defects results from the acts or omissions of the Developer or its contractors.
- B. The Developer's warranty shall not extend to any failure or defect caused by the City's negligence or willful misconduct or by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 **WARRANTY GUARANTY**

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under section 2.02 shall remain in effect until the end of the Warranty Period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05, determined by the following table:

<u>Actual Cost of All Improvements</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000.00	10.0%
\$500,000.00 - \$1,000,000.00	7.5%
Over \$1,000,000.00	5.0%

3.10 **CITY'S REMEDIES UNDER WARRANTY**

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving written notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.

- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 **CONDITIONS OF REIMBURSEMENT**

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an Improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein in Appendix V.
- B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

3.12 **AUTHORITY**

The Developer accepts full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls. It is understood that the person(s) who execute this Agreement on behalf of the Developer and Owner, and represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER

FLT POST FALLS FLTE, LLC

2082 Michelson Drive, 3rd Fl
Irvine, CA 92612
Attn: Ron Wu

FLT POST FALLS YB, LLC

2082 Michelson Drive, 3rd Fl
Irvine, CA 92612

CITY

City of Post Falls Engineering Department
408 Spokane Street
Post Falls, ID 83854
(208) 773-8708

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

DEVELOPER:

FLT POST FALLS FLTE, LLC,
a Delaware limited liability company

By: _____
Michael B. Earl, Vice President

FLT POST FALLS YB, LLC,
a Delaware limited liability company

By: _____
Michael B. Earl, Vice President

CITY OF POST FALLS

BY: _____

ATTEST:

WITNESS:

City Clerk

Print Name:

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHEMNT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	ENGINEER OF RECORD DECLARATION
APPENDIX V:	ENGINEER OF RECORD CERTIFICATION
APPENDIX VI:	CERTIFICATION OF PAYMENT OF CONTRACTORS & VENDORS
APPENDIX VII:	STREET LIGHT FEES (1 YEAR)
APPENDIX VIII:	IRRIGATION SYSTEMS
APPENDIX IX:	STREET TREE CASH IN LIEU OF INSTALLATION
ADDENDUM I:	SYSCO LIFT STATION IMPROVEMENTS

DEVELOPER ACKNOWLEDGMENT

STATE OF _____)
) ss
County of _____)

On this __ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, the Developer of _____, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement and acknowledged to that they executed such Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for State of _____
Residing at: _____
Commission Expires _____

STATE OF _____)
County of _____) ss

On this __ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, the Developer of _____, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement and acknowledged to that they executed such Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for State of _____
Residing at: _____
Commission Expires _____

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

Notary Public for the state of Idaho
Residing at:_____
Commission Expires:_____

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR THE PROPERTY

That certain real property situated in the City of Post Falls, County of Kootenai, State of Idaho, and described as follows:

ATTACHMENT "A"

RECORD OF SURVEY

A PORTION OF THE SOUTH 1/2 OF SECTION 1 AND THE NORTH 1/2
OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 6 WEST
BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK, PAGE 32, 450, 450A

INST. No. 2935697000

STATE OF IDAHO
COUNTY OF KOOTENAI

AT THE REQUEST OF:
ARDURRA

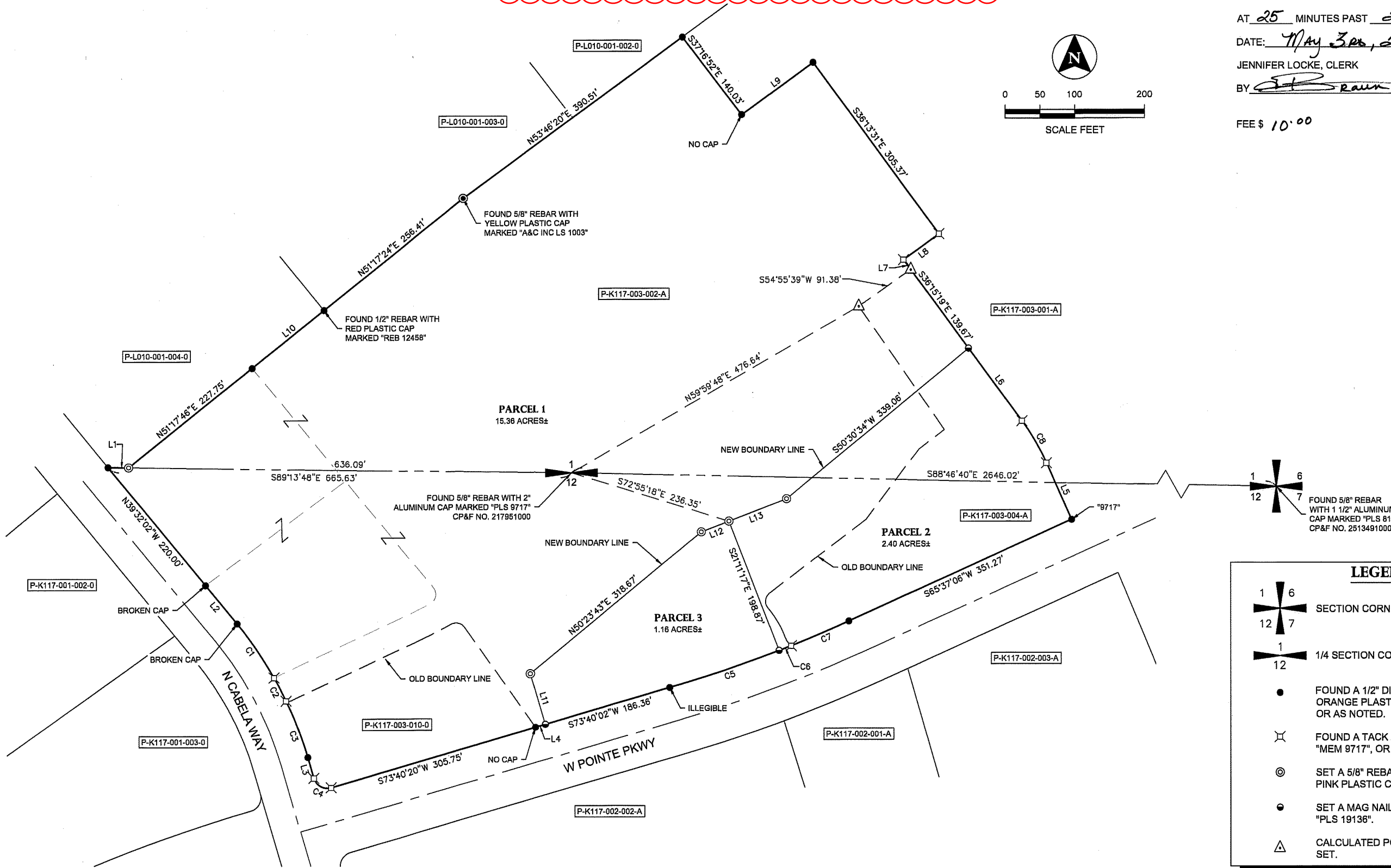
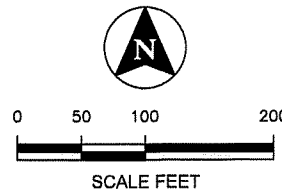
AT 25 MINUTES PAST 2 O'CLOCK P.M.

DATE: May 3rd, 2023

JENNIFER LOCKE, CLERK

BY [Signature] DEPUTY

FEE \$ 10.00



LEGEND



SECTION CORNER

1/4 SECTION CORNER

- FOUND A 1/2" DIAMETER REBAR WITH AN ORANGE PLASTIC CAP MARKED "MEM 9717", OR AS NOTED.
- FOUND A TACK AND BRASS TAG, MARKED "MEM 9717", OR AS NOTED.
- SET A 5/8" REBAR 24 INCHES LONG WITH A PINK PLASTIC CAP MARKED "PLS 19136".
- SET A MAG NAIL WITH BRASS TAG MARKED "PLS 19136".
- CALCULATED POINT. NOTHING FOUND OR SET.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD83) 2011 ADJUSTMENT (EPOCH:2010) IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (ISPCSW) USING STATIC AND REAL TIME KINEMATIC (RTK) GPS MEASUREMENTS. A CONVERGENCE ANGLE OF -0°58'37" WAS USED TO CONVERT TRUE BEARINGS TO GRID BEARINGS. A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.000053655 WAS USED TO CONVERT GRID COORDINATES TO GROUND COORDINATES AND APPLIED AT THE 0,0 ORIGIN. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

SURVEYOR'S CERTIFICATE

I, ERIC B. MEURLOTT, PROFESSIONAL LAND SURVEYOR No. 19136 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY IS A CORRECT REPRESENTATION OF WHAT WAS SURVEYED BY ME OR UNDER MY RESPONSIBLE CHARGE FOR FLT POST FALLS FLTE, LLC.

[Signature]
ERIC B. MEURLOTT PLS 19136
EMEURLOTT@ARDURRA.COM

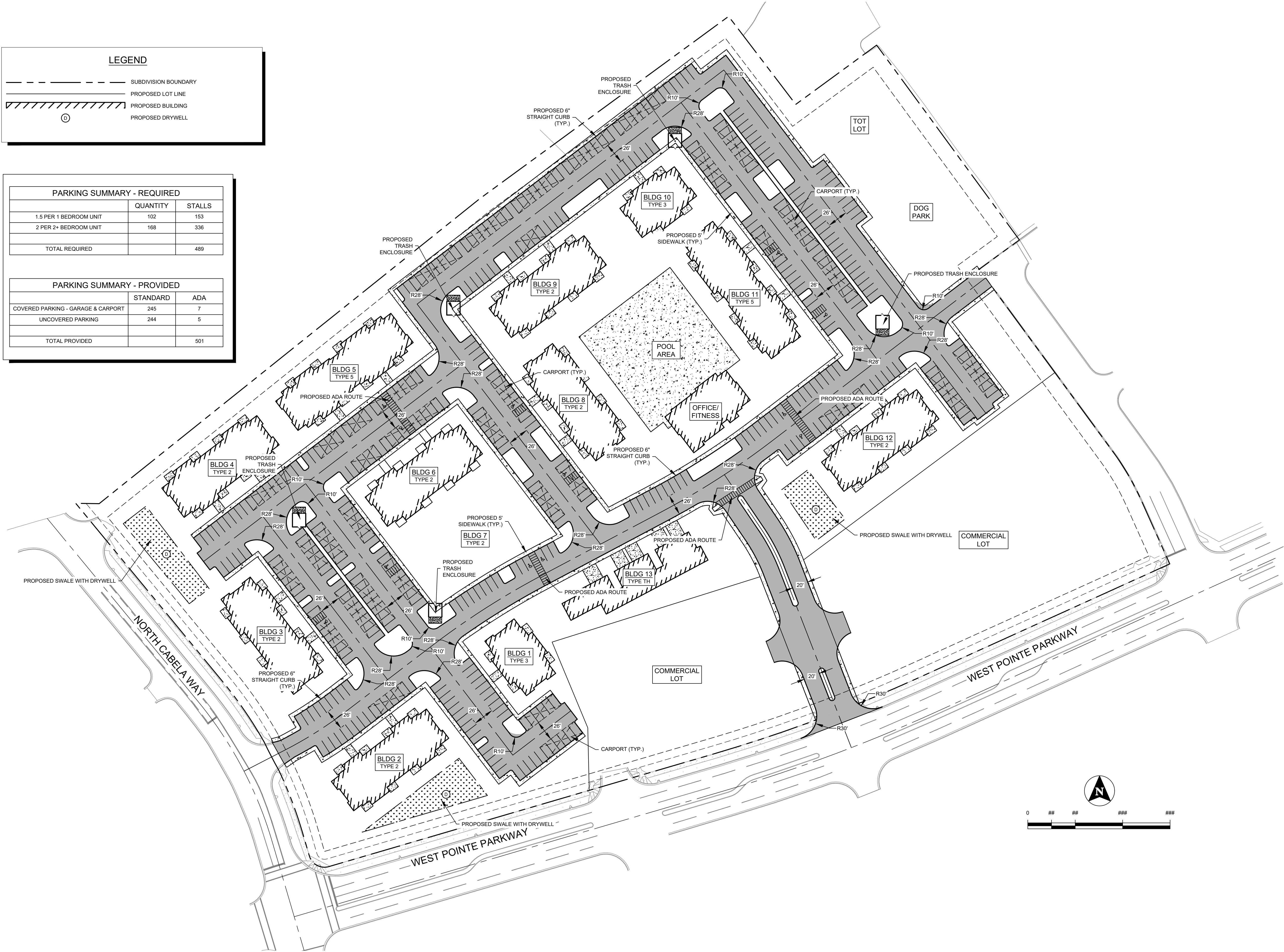
5-2-23
DATE



7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815
208-762-3644 | WWW.ARDURRA.COM

SHEET NO. 1 OF 2

J:\220479\3_ACADDWG\SURVEY\2_BOUNDARY\220479_V_ROS.DWG



PRELIMINARY
NOT FOR
CONSTRUCTION

BORDER SIZE		22"x34"	
REVISIONS	DATE	DESIGNED	JEL
		DRAWN	JEL
		CHECKED	DS
		APPROVED	
NO.			

T-O ENGINEERS

CONSULTING ENGINEERS, SURVEYORS & PLANNERS

7950 N. MEADOWLARK WAY, SUITE A

COREA ID ALERE, IDAHO 83815

208-762-3644 | WWW.T-O-ENGINEERS.COM

BOISE • CODY • CHEYENNE • COEUR D'ALENE

HEBER CITY • MERIDIAN • NAMP • SPOKANE

PRE-APPLICATION FOR:
ARRIVE POST FALLS
OVERALL SITE PLAN

ATTENTION:

IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE:

July 20, 2022

PROJECT:

220479

SHEET:

1 OF 3

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

Arrive Post Falls

☐	Street surfacing or infill paving
☐	Monumentation
☐	Electric
☐	Curbs and gutters
☐	Street lighting
☐	Gas
☐	Sidewalks
☐	Telephone
☐	Drainage
☐	Street signs
☐	Cable TV
☐	Water
☐	Landscaping (Swales)
☐	Sanitary Sewer
☒	Improvements shown on construction plans referenced within Appendix I to this Agreement.
☐	Other - as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

Arrive Post Falls

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls:
\$ 629,577.34
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ N/A**
3. Other improvements for which bonding are required: **\$ N/A**
4. Street trees within public right-of-way: **\$ N/A**
5. Total cost of improvements: **\$ 629,577.34**
6. Warranty amount: **\$ 47,218.30**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Arrive Post Falls

Developer to submit detailed cost estimates. The cost estimate, unit quantities, and costs are provided for budgetary purposes. The Developer is required to construct the project in accordance with the approved construction drawings, regardless of variations in the cost estimate quantities and plan quantities.

Engineer's Opinion of Probable Construction Costs ARRIVE POST FALLS PUBLIC IMPROVEMENTS (November 2025)					
Item No.	Item Description and Unit Price in Words	Unit Measure	Estimated Quantity	Unit Price in Numbers	Total Amount
201.4.1.D.1	Asphalt Removal (sawcut incidental)	S.Y.	336	\$ 3.62	\$ 1,216.32
201.4.1.A.1	Remove Existing Ped Ramp	L.S.	2	\$ 600.00	\$ 1,200.00
201.4.1.B.1	Removal of Curb and Gutter	L.F.	203	\$ 10.70	\$ 2,172.10
401.4.1.A.1	Water Main Pipe - Size 8"-C-900	L.F.	80	\$ 60.00	\$ 4,800.00
401.4.1.B.1	8" Water Main Fittings and Bends	L.S.	1	\$ 5,000.00	\$ 5,000.00
404.4.1.A.1	Water Service Connection, Size 1.5" with Meter (Irrigation)	E.A.	2	\$ 4,000.00	\$ 8,000.00
404.4.1.A.2	8" Master Meter	E.A.	2	\$ 4,000.00	\$ 8,000.00
404.4.1.B.1	Master Meter Vault	E.A.	2	\$ 8,000.00	\$ 16,000.00
501.4.1.A.1	Gravity Sewer Pipe 8" SDR-35	L.F.	1690	\$ 58.00	\$ 98,020.00
502.4.1.A.1	48" Sewer Manhole Type xxx	E.A.	9	\$ 4,660.00	\$ 41,940.00
504.4.1.D.1	6" Sewer Service	E.A.	12	\$ 1,570.00	\$ 18,840.00
504.4.1.D.2	4" Sewer Service	E.A.	7	\$ 1,070.00	\$ 7,490.00
706.4.1.E.2	5' Wide Concrete Sidewalk, 4" Thickness	S.Y.	36	\$ 55.00	\$ 1,980.00
706.4.1.A.3	6" Vertical Curb and Gutter	L.F.	184	\$ 25.00	\$ 4,600.00
706.4.1.F.1	Concrete Driveway Approach	S.Y.	77	\$ 55.00	\$ 4,228.89
706.4.1.H.1	Pedestrian Ramps w/ Detectable Warning Domes, Type A	E.A.	4	\$ 2,200.00	\$ 8,800.00
801.4.1.A.1	6" Minus Uncrushed Aggregate	C.Y.	30	\$ 43.00	\$ 1,290.00
802.4.1.B.1	3/4" Crushed Aggregate For Base, Type I (Base 2 and 4" Under Con. Flat work)	C.Y.	20	\$ 78.00	\$ 1,560.00
810.4.1.A.1	Plant Mix Pavement (3")	TON	30	\$ 220.00	\$ 6,600.00
1001.4.1.A.1	BMP Installation	E.A.	1	\$ 6,800.00	\$ 6,800.00
1051.4.1.A.1	Construction Surveying & Staking	L.S.	1	\$ 5,000.00	\$ 5,000.00
1103.4.1.A.1	Construction Traffic Control	L.S.	1	\$ 2,500.00	\$ 2,500.00
1567.4.1.A.1	SWPPP Preparation & Implementation	L.S.	1	\$ 3,350.00	\$ 3,350.00
2010.4.1.A.1	Mobilization (10% of total)	L.S.	1	\$ 25,938.73	\$ 25,938.73
W-100.4.1.A.1	Contingency Allowance (10% of total)	L.S.	1	\$ 28,532.60	\$ 28,532.60
TOTAL					\$ 313,858.64

BID SCHEDULE A - SYSCO LIFT STATION

Redtail Development
Lift Station Upgrades

Jun-25

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
2010.4.1.A.1	MOBILIZATION				
	@	1	LS	\$ 18,800.00	\$ 18,800.00
SP-260000	GENERAL ELECTRICAL				
	@	1	LS	\$ 142,707.00	\$ 142,707.00
SP-333211	LIFT STATION PUMP SYSTEM				
	@	1	LS	\$ 84,052.00	\$ 84,052.00
402.4.1.A.1	VALVE - 6" FLOW METER ASSEMBLY				
	@	1	EA	\$ 20,729.00	\$ 20,729.00
402.4.1.A.2	VALVE - 8" FLOW METER ASSEMBLY				
	@	1	EA	\$ 20,729.00	\$ 20,729.00
BID SCHEDULE A TOTAL = \$					287,017.00
BID SCHEDULE A TOTAL (+10% Contingency) = \$					315,718.70

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Arrive Post Falls

The Developer will be performing the majority of required improvements prior to Certificate of Occupancy. A surety company will post a performance guaranty acceptable to the City for the improvements per Section 2.02.

ATTACHMENT "D"

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

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

Arrive Post Falls

CONSTRUCTION DRAWINGS

Plans Titled: **Arrive Post Falls**

Dated: **5/1/23**

By: **David Sterling, P.E.**

Sheets 1 through **38**.

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

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

Arrive Post Falls

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

CONSTRUCTION SCOPE	DATE
Horizontal Construction Start	06/01/26
Lift Station Start	07/01/26
Lift Station Completion	03/01/27
Horizontal Construction Completion	02/01/28
Vertical Construction Start	12/01/26

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

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

Arrive Post Falls

ENGINEERING SERVICES FEE SUMMARY

To be determined by the City of Post Falls, Engineering Division, based on quantity of improvements and current fee schedule.

Permit/Inspection		Fees	Unit	Base Rate	Quantity	Cost
Utility ROW		\$ 100.00	LS	\$ -		\$ -
Commercial ROW		\$ 350.00	LS	\$ -	1	\$ 350.00
Residential ROW		\$ 150.00	LS	\$ -		\$ -
Utility Trench	1-200'	\$ 250.00	LS	\$ -		\$ -
	201-400'	\$ 350.00	LS	\$ -		\$ -
	401-600'	\$ 400.00	LS	\$ -		\$ -
	601-800'	\$ 450.00	LS	\$ -		\$ -
	Over 800	\$ 0.85	per ft	\$ -	1690	\$ 1,436.50
C&G		\$ 0.60	per ft	\$ 150.00		\$ -
Sidewalk & Approaches		\$ 0.60	per ft	\$ 150.00		\$ -
Swales		\$ 0.20	per ft^2	\$ 150.00	10061.09	\$ 2,162.22
Drywells		\$ 60.00	Each	\$ -	11	\$ 660.00
Pavement		\$ 0.50	per yd ^2	\$ 150.00		\$ -
Water Pressure Test		\$ 120.00	per Test	\$ -	2	\$ 240.00
Sewer Pressure Test		\$ 120.00	per Test	\$ -	9	\$ 1,080.00
Street Tree Inspection		\$ 40.00	per Tree	\$ -		\$ -
Total						\$ 5,928.72

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

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

Arrive Post Falls

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **David Sterling, P.E.**

ENGINEERING FIRM: **Ardurra**

ADDRESS: **1144 S. Silverstone Way #320**

CITY: **Meridian** STATE: **ID** ZIP: **83642**

PHONE NO.: **(208) 323-2288**

E-MAIL ADDRESS: dsterling@ardurra.com

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

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

Arrive Post Falls

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I, _____, certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

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

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: N/A

Street light type: _____

(_____) lights X 12 months X \$_____ per month = \$_____

Street light type: _____

(_____) lights X 12 months X \$_____ per month = \$_____

TOTAL = \$_____

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

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	\$ <u> N/A </u>
-----------------------	-----------------------------------

Capitalization Fee Based Upon Service Line Size	\$ <u> N/A </u>
---	-----------------------------------

Total Irrigation Connection Fee	\$ <u> N/A </u>
---------------------------------	-----------------------------------

The Developer will be responsible for establishing an irrigation account with the City (\$10.00 fee), purchasing a meter, and paying all water capitalization fees associated with the project.

***Associated improvements and fees were assessed and collected with building permit.

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

FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Trees option.

 The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$, and is based upon trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

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

ARRIVE POST FALLS

**CONSTRUCTION IMPROVEMENT AGREEMENT ADDENDUM I
SYSCO LIFT STATION IMPROVEMENTS**

The Developer (FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC) entered into an agreement (Addendum #1 To Development Agreement Pointe (CCM) Zone Change (file No. RZNE-0001,2022)) which was executed on August 15, 2024, as instrument # 2977342000 with the City of Post Falls. The agreement contained specific actions that needed to occur at the City of Post Falls' SYSCO Lift Station to secure building permits and certificates of occupancy. The specific requirements were listed as items 1a thru 1h. The developer had specific actions associated with items 1a thru 1e.

The Developer hired a professional engineer (Ardurra) who has completed a Preliminary Engineering Report that addressed the needed actions at the SYSCO Lift Station, with said report having been approved by the Idaho Department of Environmental Quality. With the approval of the Preliminary Engineering Report, the Developers requirements 1a and 1d have been completed. The Developer has additionally hired Ardurra to complete construction drawings, specifications and construction management needed to facilitate construction and acquisition of items 1b, 1c and 1e.

The required improvements to the SYSCO Lift Station will not delay the issuance of building permits for the project, with the receipt of bonding for the associated improvements, at a rate of 150% of the estimated cost from the Preliminary Engineering Report (Appendix "D") \$473,578.05 (\$315,718.70 x 150%). In accordance with the agreement (item 1h), certificates of occupancy for structures on the site will not be issued until the Developers previously referenced work of items 1a thru 1e have been completed.

SYSCO LIFT STATION UPGRADES

KOOTENAI COUNTY, IDAHO



Preliminary Engineering Report for Sysco Lift Station Upgrades

June 18, 2025

Prepared By:



7950 N. Meadowlark Way, Suite A
Coeur d'Alene, ID 83815
Office: (208) 762-3644

BID SCHEDULE A - SYSCO LIFT STATION

Redtail Development
Lift Station Upgrades

Jun-25

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
2010.4.1.A.1	MOBILIZATION				
	@	1	LS	\$ 18,800.00	\$ 18,800.00
SP-260000	GENERAL ELECTRICAL				
	@	1	LS	\$ 142,707.00	\$ 142,707.00
SP-333211	LIFT STATION PUMP SYSTEM				
	@	1	LS	\$ 84,052.00	\$ 84,052.00
402.4.1.A.1	VALVE - 6" FLOW METER ASSEMBLY				
	@	1	EA	\$ 20,729.00	\$ 20,729.00
402.4.1.A.2	VALVE - 8" FLOW METER ASSEMBLY				
	@	1	EA	\$ 20,729.00	\$ 20,729.00
BID SCHEDULE A TOTAL = \$					287,017.00
BID SCHEDULE A TOTAL (+10% Contingency) = \$					315,718.70

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Harvest Meadows Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement (CIA) for the Harvest Meadows subdivision.

DISCUSSION:

This agreement reflects the construction phase of the Harvest Meadows Subdivision. The agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 23-lot subdivision located between Guy Rd. and Spokane Street on the north side of the Union Pacific Railroad. The application was submitted by Blackwell Homes, LLC. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls and East Green Acres Irrigation District.

***Draft CIA attached. Original to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

November 3, 2025 - PUD and Master Development Agreement (PUD-25-2 & SUBD-25-4)

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. CIA - Final Draft
2. Harvest Meadows Location Map

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Blackwell Homes, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____, 20____, respecting the development of **Harvest Meadows PUD Phase 1**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

I, **Benjamin Steckman**, execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER
Benjamin Steckman
Blackwell Homes, LLC
2229 N. Dakota Ave.
Hayden, ID 83835
(208) 661-5871

CITY
Ronald Jacobson, Mayor
City of Post Falls
408 Spokane Street
Post Falls, Idaho 83854
(208) 773-3511

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Engineer as authorized by the City Council, as appropriate, until Engineering inspection and other fees indicated herein are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council, Mayor or City Engineer, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 17, Subdivisions, of the Post Falls City Code requires certain common improvements to be provided by the Owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, subdivisions and their inclusive lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and

substantially complete. Said requirement shall not prohibit construction of a pre-approved model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete and adequate life safety measures are addressed; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, the City of Post Falls has adopted site development standards which require work in the public rights of way in order to complete site development work on projects to comply with the City's Subdivision Ordinance; and

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

The real property which is the subject of this Agreement (hereinafter the "Property") is located in the City of Post Falls and is described as set forth on Attachment A which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Development Agreement).

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls: utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements in accordance with the requirements of ordinances of the City of Post Falls. Evidence any required surety at the time of execution of this Agreement shall be attached hereto and be labeled Attachment D.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Post Falls Municipal Code and resolutions adopted by the City Council implementing Code requirements.

1.03 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the City, nor otherwise associated with the City other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof. The Developer shall notify all contractors, subcontractors, or agents providing professional services of conditions and requirements of this agreement.

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to

control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 NON-DISCRIMINATION

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense, free of copyright.

1.10 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property

owner which the developer connects to the City sewer or water system as part of the installation of the public improvement.

- E. The Developer shall be responsible to pay the cost of operation of the street lights within the development for a period of one year. The Developer shall pay to the City, at the time of execution of this Agreement the anticipated cost of the operation of the street lights within the development for one year, as determined by the City.

1.11 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 ASSIGNMENTS

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign its interest or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;
 - 2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
 - 3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY’S REMEDIES

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or

freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 INTERPRETATION

A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as

binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes, or sections titled "Special Provisions".
2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".
3. Article I of this Agreement titled "GENERAL PROVISIONS".
4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Post Falls, Idaho, Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 INTEGRATION

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- E. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

2.02 PERFORMANCE GUARANTY

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.02.D.1, 2.02.D.2, or 2.02.D.3. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.
- C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

"This type of surety is for an initial term that expires on _____. This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the company issuing the surety notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this surety will not be renewed.

- 1. PERFORMANCE BOND - The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.
- 2. ESCROW - The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

3. LETTER OF CREDIT - The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all Engineering Inspection Fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Engineering Inspection Fee Summary.

2.04 ENGINEER

- A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.
- B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.06 QUALITY CONTROL PROGRAM

The Developer's Engineer of Record shall follow the City's project certification and quality control program when performing their duties to provide for certification of the construction work. The Engineer of Record shall be responsible, in charge of the quality control / inspection activities.

2.07 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The construction schedule shall indicate the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

2.08 MATERIALS

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the

responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.09 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091 instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.10 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of City and private utilities.

2.11 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall co-ordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. The Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience towards the public.

2.12 SURVEYOR

A person licensed as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.13 REQUIRED REPORTING

- A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

- B. Construction Progress
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.
- C. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.
- D. Well Logs/Test Hole Logs
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.
- E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.
- F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data as indicated within the City's Engineering Project Certification and Quality Control provision.

2.14 PROGRESS PAYMENTS

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.15 OBSERVANCE

- A. The Engineer of Record or their representatives shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.13A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps

which the City deems necessary to determine whether the work conforms to this Agreement.

- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.16 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.17 ACCESS

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.18 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.
- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

2.20 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide to the City as-built drawings in accordance with current City Engineer's Drawing Submittal Standards. The as-built drawings shall be certified by a professional engineer licensed under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.13F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid and no liens or other claims have been recorded, and that he knows of no intent to file a claim or lien against the property, the improvement, the City or private utility improvements.

3.05 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.
- B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Section 2.02, determined by the following table:

<u>Actual Cost of All Improvements</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000.00	10.0%
\$500,000.00 - \$1,000,000.00	7.5%
Over \$1,000,000.00	5.0%

3.10 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 CONDITIONS OF REIMBURSEMENT

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein.
- B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHMENT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	STREET LIGHT DESCRIPTION
APPENDIX V:	CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
APPENDIX VI:	CITY WATER CAP & METER FEES
APPENDIX VII:	ENGINEER OF RECORD DECLARATION
APPENDIX VIII:	ENGINEERING CERTIFICATE OF COMPLIANCE
APPENDIX IX:	CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
APPENDIX X:	CASH IN LIEU OF PLANTING TREES

STATE OF IDAHO)
)
) :SS
County of Kootenai)

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
) ss
County of Kootenai)

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Harvest Meadows PUD Phase 1

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

ATTACHMENT "A"

EXHIBIT 'A'
PUD DESCRIPTION

THE NORTH HALF OF TRACTS 21 AND 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85; INCLUDING THE RAILROAD RIGHT OF WAY WITHIN SAID NORTH HALF OF TRACT 21. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

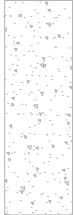
COMMENCING AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 00°13'51" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 225.00 FEET; THENCE NORTH 89°06'49" WEST 40.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THENCE, CONTINUING, NORTH 89°06'49" WEST 360.00; THENCE SOUTH 00°13'51" WEST 225.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 21; THENCE NORTH 89°06'49" WEST 261.94 FEET TO THE NORTHWEST CORNER OF SAID TRACT 21. THENCE CONTINUING NORTH 89°06'49" WEST 626.94 FEET TO THE NORTHWEST CORNER OF SAID TRACT 22; THENCE SOUTH 00°17'19" WEST, ALONG THE WEST LINE OF SAID TRACT 22, A DISTANCE OF 332.17 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID TRACT 22; THENCE SOUTH 89°08'16" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 22, A DISTANCE OF 627.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID TRACT 22; THENCE SOUTH 89°08'16" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 21, A DISTANCE OF 455.86 FEET TO THE NORTHERN RIGHT OF WAY OF THE U.P.R.R. RIGHT OF WAY ON THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 21; THENCE, LEAVING SAID SOUTH LINE ALONG THE NORTH RIGHT WAY OF THE U.P.R.R. RIGHT OF WAY, NORTH 56°00'24" EAST 201.05 FEET. THENCE, NORTH 00°13'51" EAST 441.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 11.157 ACRES, MORE OR LESS.

LOT TABLE	
LOT	AREA (ACRES)
1	5689 0.131
2	4622 0.106
3	4622 0.106
4	4622 0.106
5	6163 0.142
6	4175 0.096
7	3312 0.076
8	3312 0.076
9	3312 0.076
10	3312 0.076
11	3312 0.076
12	4057 0.083
13	3224 0.074
14	3224 0.074
15	3224 0.074
16	3239 0.074
17	3239 0.074
18	3765 0.087
19	5106 0.140
20	4578 0.105
21	4412 0.101
22	4196 0.096
23	4196 0.096
D	30279 0.695

LEGEND



REFERENCE NOTES

- INSTALL 6' TALL SIGHT OBSCURING FENCE ALONG RAILROAD RIGHT-OF-WAY. MATCH EXISTING FENCE AT PEREGRINE PLACE SUBDIVISION.
- 10' WIDE ASPHALT PATHWAY. MATCH SPOKANE STREET MULTI-USE PATH CONSTRUCTION MATERIALS. INSTALL IRRIGATION SLEEVING PRIOR TO PAVING
- 8' WIDE ASPHALT PATHWAY. MATCH SPOKANE STREET MULTI-USE PATH CONSTRUCTION MATERIALS. INSTALL IRRIGATION SLEEVING PRIOR TO PAVING. SEE LANDSCAPE PLANS BY MTLA FOR TOPSOIL, GROUND COVER, PLANTINGS, AND IRRIGATION IN OPEN SPACE TRACT.
- INSTALL SPLIT RAIL FENCE WHERE ALLEY ABUTS OPEN SPACE TRACT D.

STREET LIGHT LOCATIONS

NO.	ALIGNMENT	STATION	OFFSET	STYLE
1	TRACT D*	---	---	BOLLARD
2	TRACT D*	---	---	BOLLARD
3	TRACT D*	---	---	BOLLARD
4	TENNESSEE	14+52.00	21.50'R	TOWN AND COUNTRY
5	TENNESSEE	17+00.00	21.75'L	COBRA
6	SPOKANE	10+60.00	29.15'R	COBRA
7	SPOKANE	13+63.85	20.20'R	COBRA

- NOTE: CONTRACTOR SHALL COORDINATE STREET LIGHT LOCATIONS WITH AVISTA PRIOR TO CONSTRUCTION.
2. *(3) TOTAL BOLLARD STYLE LIGHTS SHALL BE CONSTRUCTED ALONG THE PATH IN TRACT D. INSTALL WHERE SHOWN NO STATION/OFFSET PROVIDED.

CENTERLINE GEOMETRY TABLES

TENNESSEE AVE PUBLIC				
Number	Radius	Length	Line/Chord Direction	Chord Length
L1	134.15	N56° 00' 28.40"E		Delta
C1	175.00	170.36	N28° 07' 09.56"E	163.714
L2		152.58	N0° 13' 50.72"E	
C2	36.00	56.96	N45° 33' 31.38"E	51.202
L3		240.34	S89° 06' 47.96"E	

CHAROLAIS CT				
Number	Radius	Length	Line/Chord Direction	Chord Length
L4		181.42	N0° 13' 49.45"E	

ALLEY TRACT E				
Number	Radius	Length	Line/Chord Direction	Chord Length
L5		295.02	S0° 13' 50.72"W	

HOLSTEIN AVE				
Number	Radius	Length	Line/Chord Direction	Chord Length
L6		1047.23	S89° 07' 31.14"E	

DRYWELL INFORMATION

NO.	ALIGNMENT	STATION	OFFSET	RIM ELEV.	DRYWELL TYPE	LID TYPE
1	TENNESSEE	12+60.00	21.75'R	2169.29	DOUBLE	GRATED
2	TENNESSEE	14+04.25	21.75'L	2167.89	SINGLE	GRATED
3	TENNESSEE	14+25.00	21.75'R	2167.85	DOUBLE	GRATED
4	CHAROLAIS	11+29.00	17.5'R	2165.85	DOUBLE	GRATED
5	TENNESSEE	15+28.25	38.50'R	2168.82	SINGLE	GRATED
6	TENNESSEE	15+30.85	21.75'R	2168.82	DOUBLE	GRATED
7	SPOKANE	12+06.24	32.0'R	2173.80	DOUBLE	GRATED

- NOTE: SEE SHEET C5.3 FOR DRYWELL DETAIL
2. CURB INLET LOCATIONS ARE LISTED ON SEPARATE TABLE. THIS SHEET, SEE SD 803, SHEET C5.3 FOR DETAIL.

COMMUNITY MAIL BOXES

NO.	ALIGNMENT	STATION	OFFSET	DESCRIPTION
1	TENNESSEE	15+44.00	20.0'L	23 SEPARATE MAIL SLOTS MINIMUM

- NOTE: 1. BASE AND POST PER MAILBOX MANUFACTURER.

PEDESTRIAN RAMP INFORMATION

NUMBER	ALIGNMENT	STATION	OFFSET	DESCRIPTION
1	TENNESSEE	10+46.08	16.5'R	TYPE B
2	TENNESSEE	12+77.56	16.8'R	TYPE B
3	TENNESSEE	14+99.80	17.34'R	TYPE B
4	TENNESSEE	15+09.19	16.75'L	TYPE B
5	TENNESSEE	17+15.12	24.5'L	TYPE B
6	TENNESSEE	17+15.67	24.1'R	TYPE B
7	SPOKANE	11+83.96	20.22'L	TYPE B

- NOTE: 1. SEE SHEET C5.2 FOR PEDESTRIAN RAMP DETAILS.

STREET SIGN INFORMATION

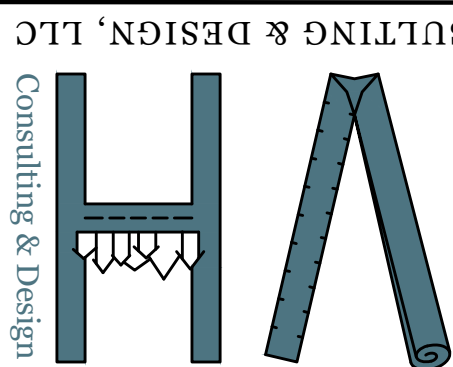
NUMBER	ALIGNMENT	STATION	OFFSET	DESCRIPTION
1	TENNESSEE	13+55.87	29.5'L	CLASS II TERMINUS BARRICADE
2	TENNESSEE	17+05.00	21.0'R	STREET NAMES* & 30" STOP SIGN
3	CHAROLAIS	10+47.00	25.5'L	STREET NAMES* & 30" W14-1 "DEAD END" SIGN
4	TRACT E	12+85.00	5.0'L & 5.0'R	(2) 30" END OF ROAD SIGNS MOUNTED TO SPLIT RAIL FENCE 0M4-2

- NOTE: 1. SEE SHEET C5.1 FOR STREET NAME SIGN DETAILS.
2. SEE DETAIL SD 2024, SHEET C5.1 FOR CLASS II TERMINUS BARRICADE DETAILS
3. SEE DETAIL SD 2024, SHEET C5.1 FOR CLASS II TERMINUS BARRICADE DETAILS
4. *STREET NAME SIGNS FOR PUBLIC STREETS SHALL BE GREEN. STREET NAME SIGNS FOR PRIVATE STREETS SHALL BE BLUE.

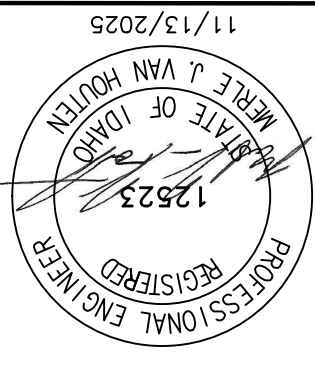
CURB INLET LOCATIONS

NO.	ALIGNMENT	STATION	OFFSET
1	TENNESSEE	10+58.07	16.5'R
2	TENNESSEE	11+32.40	16.5'R
3	TENNESSEE	12+01.97	16.5'R
4	TENNESSEE	12+69.09	16.5'R
5	TENNESSEE	12+66.01	16.5'R
6	TENNESSEE	13+59.75	16.5'R
7	TENNESSEE	13+59.75	16.5'L
8	TENNESSEE	14+15.00	16.5'L
9	TENNESSEE	14+15.00	16.5'R
10	TENNESSEE	14+51.55	16.5'L
11	TENNESSEE	15+20.87	16.5'R
12	TENNESSEE	15+86.37	16.5'L
13	TENNESSEE	15+94.36	16.5'R
14	TENNESSEE	16+25.86	16.5'R
15	TENNESSEE	16+26.38	16.5'L
16	TENNESSEE	16+66.38	16.5'L
17	TENNESSEE	16+92.34	16.5'R
18	CHAROLAIS	10+77.26	12.5'R
19	CHAROLAIS	11+35.08	12.5'R

- ESC NOTES:**
- CONTRACTOR SHALL INSTALL CONSTRUCTION ENTRANCES AT CONNECTION POINTS TO GUY ROAD, SPOKANE STREET, AND TENNESSEE AVE. SEE DETAIL, SHEET C5.3. WHEREVER LIMITS OF DISTURBANCE ARE WITHIN SORT OF SUBDIVISION BOUNDARY SEE DETAIL, SHEET C5.3.
 - ALL EXISTING DRYWELLS SHOWN HEREON SHALL BE FITTED WITH PROTECTION PRIOR TO CONSTRUCTION. SEE DETAIL, SHEET C5.3.
 - UPON PROJECT COMPLETION, THE CONTRACTOR SHALL SPRAY THE UNIMPROVED PORTIONS OF THE PARCEL FOR AVOIDANCE OF WEEDS AND INVASIVE SPECIES. THIS NOTE MAY BE DISMISSED IF FUTURE PHASES OF CONSTRUCTION ARE UNDER WAY AT THE TIME OF PROJECT COMPLETION.
 - CONTRACTOR SHALL USE WATERING TRUCK AS NEEDED TO MAINTAIN MOISTURE OF SOILS TO PREVENT CRACKING. COORDINATE WATER TRUCK FILL SOURCE WITH WATER PURVEYOR.



MEIRLEA@VANHOUTENCD.COM
401 E. SHERMAN AVE. STE. #211
COEUR D'ALENE, ID 83814
WWW.VANHOUTENCD.COM
(208) 990-4000



HARVEST MEADOWS PUD PHASE I SUBDIVISION OVERVIEW

POST FALLS, IDAHO

REVISIONS	
NO.	DATE
BY	DESCRIPTION
MAH	CITY COMMENT REVISIONS
MAH	CITY COMMENT REVISIONS

DATE: 8/22/2025	PROJECT: #24-0301D
PAREL: #51N05W-27-2850	DRAWN: JAH
CHECKED: MAH	DRAWING PHASE: 1
DRAWING: CIVIL/PRODUCTION	
SURF DESIGN: DWG/PRODUCTION	
DATE: 8/22/2025	

C2.0

SHEET

4 OF 20

UNAUTHORIZED REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK, INCLUDING BUT NOT LIMITED TO, ANY PHOTOGRAPHY, VIDEO, OR AUDIO, IS STRICTLY PROHIBITED.

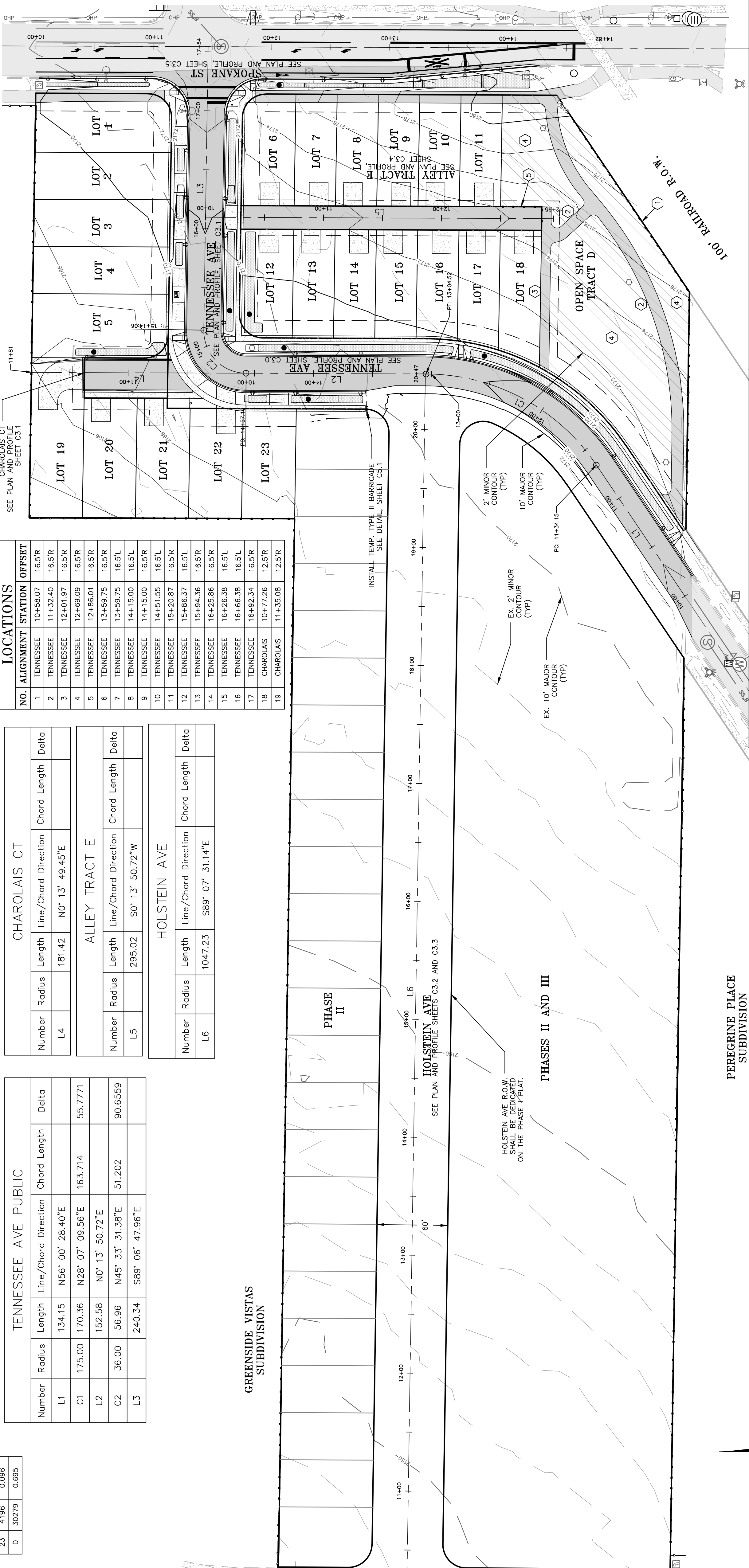
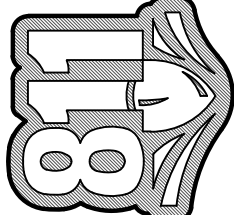
EAST GREENACRES IRRIGATION DISTRICT APPROVAL

CITY OF POST FALLS APPROVAL

Name _____ Date _____

Date _____

Know what's below.
Call before you dig.



ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

<u> X </u>	Street surfacing or infill paving
<u> X </u>	Monumentation
<u> X </u>	Electric
<u> X </u>	Curbs and gutters
<u> X </u>	Street lighting
<u> X </u>	Gas
<u> X </u>	Sidewalks
<u> X </u>	Telephone
<u> X </u>	Drainage
<u> X </u>	Street Signs (Replacement)
<u> X </u>	Cable TV
<u> X </u>	Water
<u> X </u>	Landscaping (Swales)
<u> X </u>	Sanitary Sewer
<u> X </u>	Improvements shown on construction plans attached as Appendix I to this Agreement
<u> </u>	Other – as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Harvest Meadows PUD Phase 1

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 610,516.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 397,600.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 15,600.00**
5. Total cost of improvements: **\$ 1,023,716.00**
6. Warranty amount: **\$ 51,185.80**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Harvest Meadows PUD Phase 1

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Harvest Meadows Phase I

C.I.A. Cost Estimate
Public Improvements to be owned, operated, and maintained by the City of Post Falls

CONTRACTOR: Elevated Excavation
ENGINEER: Van Houten Consulting and Design
REFERENCE PLAN SET: Harvest Meadows PUD - Phase 1, dated 10/10/2025
SCOPE OF WORK: Subdivision Infrastructure for Phase 1 only (Includes water, sewer main extension from Guy Road)
DATE: October 10, 2025

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	COST PER UNIT	TOTAL ITEM COST
LANDSCAPING					
1	Street Trees	EA	26	\$ 600.00	\$ 15,600.00
SEWER					
2	Gravity Sewer Pipe - Size 8" - Type - SDR-35 (Includes excavation, bedding, backfill, etc.)	LF	1845	\$ 75.00	\$ 138,375.00
3	Sanitary Sewer Manhole - Precast	EA	10	\$ 5,000.00	\$ 50,000.00
4	Doghouse Manhole	EA	1	\$ 14,850.00	\$ 14,850.00
5	Sewer Service	EA	47	\$ 2,400.00	\$ 112,800.00
CONCRETE					
6	Sawcut and Remove Existing Concrete	SF	62	\$ 5.50	\$ 341.00
7	Curb and Gutter (Includes Curb Inlets)	LF	1470	\$ 28.00	\$ 41,160.00
8	Concrete Sidewalks, 4" Thickness	SY	725	\$ 52.00	\$ 37,700.00
9	Ped Ramps	EA	6	\$ 2,500.00	\$ 15,000.00
10	Mailbox Pad	EA	1	\$ 700.00	\$ 700.00
AGGREGATES AND ASPHALT					
11	Saw Cut and Remove Ex. Asphalt	SY	130	\$ 35.00	\$ 4,550.00
12	Crushed Aggregate Base - 3/4" Minus - Includes Roads, Curbs, Sidewalks and Paths	CY	502	\$ 130.00	\$ 65,260.00
13	SP3 Asphalt Pavement	TN	350	\$ 168.00	\$ 58,800.00
STORMWATER AND EROSION CONTROL					
14	Drywells	EA	6	\$ 5,200.00	\$ 31,200.00
15	Check Dams	EA	4	\$ 125.00	\$ 500.00
16	Swales (Includes Prep, Top Soil, and Hydroseed)	SF	7280	\$ 1.00	\$ 7,280.00
ROADWAY MARKING, SIGNING, AND LIGHTING					
17	Permanent Signing - Street/Stop Signs, Terminus Barricades, and Striping	LS	1	\$ 8,250.00	\$ 8,250.00
18	Street Lights	EA	5	\$ 4,750.00	\$ 23,750.00
				Total	\$ 626,116.00

GENERAL NOTES:

- 1. The quantities presented are an engineer's opinion of probable values associated with the project.
- 2. Van Houten Consulting and Design makes no claims about actual construction costs incurred.

Harvest Meadows Phase I

CONTRACTOR: Elevated Excavation
ENGINEER: Van Houten Consulting and Design
REFERENCE PLAN SET: Harvest Meadows PUD - Phase 1, dated 10/10/2025
SCOPE OF WORK: Subdivision Infrastructure for Phase 1 only (Includes water, sewer main extension from Guy Road)
DATE: October 10, 2025

C.I.A. Cost Estimate
Public Improvements to be owned, operated, and maintained by a utility other than the City of Post Falls: East Greenacres Irrigation District

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	COST PER UNIT	TOTAL ITEM COST
WATER					
1	Connect to Existing Water Main	EA	2	\$ 3,300.00	\$ 6,600.00
2	Water Main Pipe - Size 8" - Type - C900, (includes excavation, bedding and backfill)	LF	2325	\$ 80.00	\$ 186,000.00
3	8" Resilient Seat Gate Valves	EA	15	\$ 2,250.00	\$ 33,750.00
4	8" Fittings	EA	16	\$ 250.00	\$ 4,000.00
5	4" Blow-off Assembly	EA	3	\$ 2,750.00	\$ 8,250.00
6	Fire Hydrant Assemblies	EA	4	\$ 10,000.00	\$ 40,000.00
7	1" Domestic Water Service Connection - Single	EA	47	\$ 2,400.00	\$ 112,800.00
8	1" Irrigation Water Service Connection - Single	EA	2	\$ 3,100.00	\$ 6,200.00
Total				\$	397,600.00

GENERAL NOTES:

1. The quantities presented are an engineer's opinion of probable values associated with the project.
2. Van Houten Consulting and Design makes no claims about actual construction costs incurred.

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Harvest Meadows PUD Phase 1

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

ATTACHMENT "D"

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

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

CONSTRUCTION DRAWINGS

Plans Titled: **Harvest Meadows PUD Phase 1**

Dated: **12/5/25**

By: **Merle Van Houten, P.E.**

Sheets 1 through 20

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

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Harvest Meadows Phase I Construction Schedule

All dates are subject to permit approval and weather conditions:

<u>TASK</u>	<u>DATE</u>
Mobilize, Begin Construction	12/04/2025
Cut Guy Road, connect and extend water and sewer, patch Guy Rd	12/04/2025-12/11/2025
Site ESC, Clearing and Grubbing	12/12/2025-12/19/2025
Sewer main and services	12/20/2025-01/05/2026
Drywells	01/05/2026-01/10/2026
Water main and services	01/10/2026-01/31/2026
End construction for 2025	01/31/2026
Subgrade	03/01/2026-03/30/2026
Base course for concrete	04/01/2026-04/07/2026
Concrete	04/07/2026-04/21/2026
Base course for asphalt	04/21/2026-05/01/2026
Asphalt	05/01/2026-05/03/2026
Signage, striping and plantings	05/03/2026-05/10/2026

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

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

ENGINEERING SERVICES FEE SUMMARY

To be determined by the City of Post Falls, Engineering Division, based on quantity of improvements and current fee schedule.

23 Lots X \$350.00 = **\$ 8,050.00**

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

Blackwell Homes, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utility Company**

Street light type: **Cobra Head**

3 lights X 12 months X **\$ 13.18** per month = **\$ 474.48**

Street light type: **Town & Country**

1 lights X 12 months X **\$ 13.18** per month = **\$ 158.16**

TOTAL = \$ 632.64

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

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

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

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

_____ (# of SF homes) x \$7,675.00 = \$_____

_____ (# of Commercial service units) x \$7,675.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,675.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,320.00 Residential	=	\$ _____
_____ x	1"	= \$5,534.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$11,068.00	=	\$ _____
_____ x	2"	= \$17,709.00	=	\$ _____

Meter Fees

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

ACCOUNT FEES

_____ (# of irrigation service connections) x Utility Deposit \$10 = \$ _____

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

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Merle Van Houten

ENGINEERING FIRM: Van Houten Consulting and Design

ADDRESS: 401 ½ E. Sherman Ave, STE 208

CITY: Coeur D'Alene STATE: ID ZIP: 83814

PHONE NO.: (208) 930-4000

E-MAIL ADDRESS: merle@vanhoutencd.com

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

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I _____ certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

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

Blackwell Homes, LLC

FOR

Harvest Meadows PUD Phase 1

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)SS
County of Kootenai Kootenai)

I, _____, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to _____, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

Signature

Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20____.

Notary for the state of Idaho
Residing at: _____
Commission Expires: _____

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

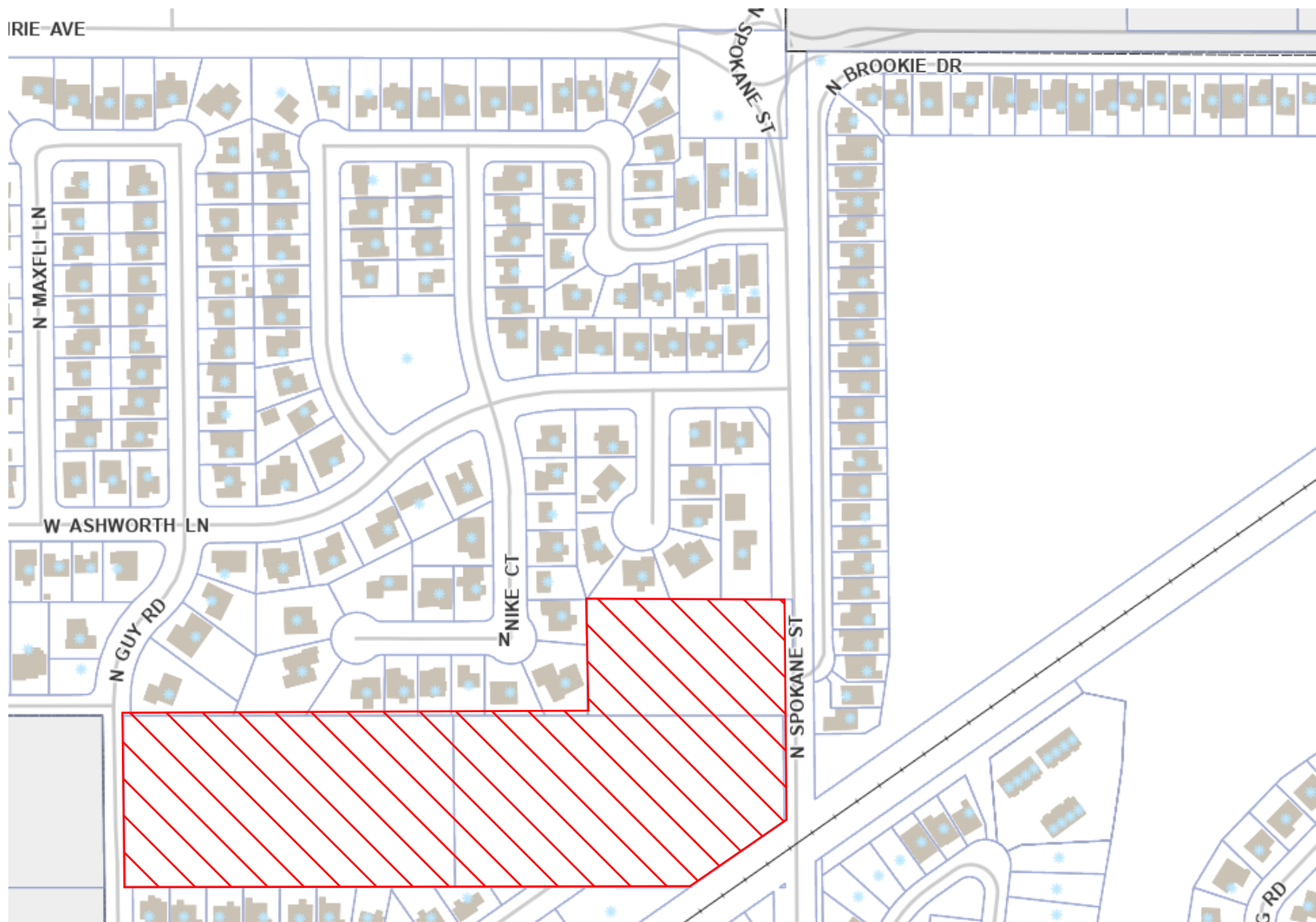
Blackwell Homes, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street Trees option.

 The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$, and is based upon trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.



HARVEST MEADOWS PUD PROJECT LOCATION MAP

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: North Place East 4th Addition Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the North Place East 4th Addition subdivision.

DISCUSSION:

This Agreement reflects the construction phase of the North Place East 4th Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 44-lot subdivision located near the intersection of E. Allenby Avenue and N. Syringa Street. The application was submitted by Greenstone-Kootenai II. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls and Ross Point Water District.

***Draft CIA attached. Original to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 4, 2020 - Master Development Agreement (SUBD-0006-2020)

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

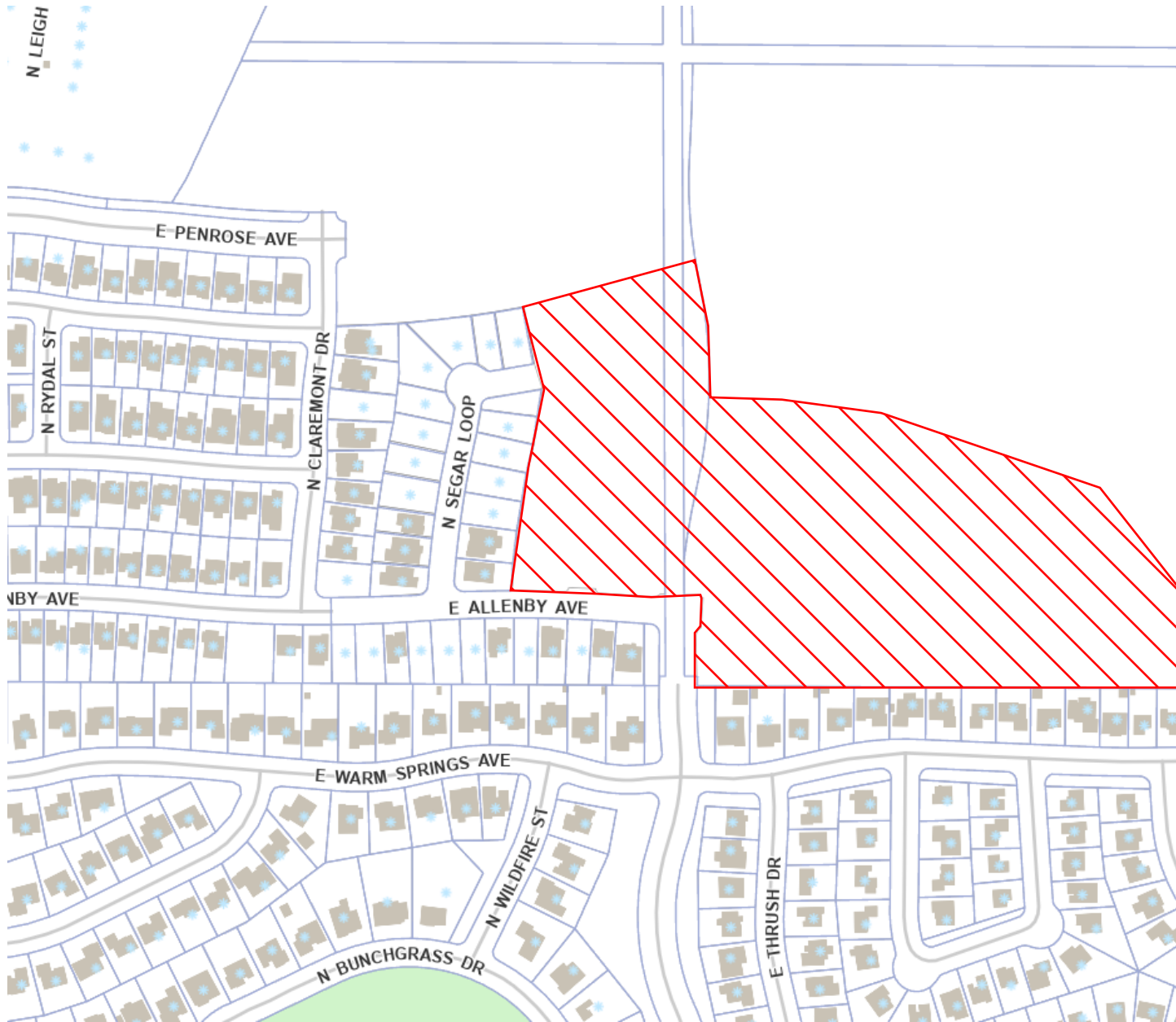
Acceptance of operations and maintenance costs for public roadway, sanitary sewer and water infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. NPE 4th Location Map
2. Final CIA



NORTH PLACE EAST 4TH ADDITION LOCATION MAP

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Greenstone-Kootenai II** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **North Place East 4th Addition**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

I, **Kevin Schneidmiller**, execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER

Kevin Schneidmiller
Greenstone Kootenai II
N. 1421 Meadowwood Ln #200
Liberty Lake, WA 99019

CITY

Ronald Jacobson, Mayor
City of Post Falls
408 Spokane Street
Post Falls, Idaho 83854
(208) 773-3511

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Engineer as authorized by the City Council, as appropriate, until Engineering inspection and other fees indicated herein are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council, Mayor or City Engineer, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 17, Subdivisions, of the Post Falls City Code requires certain common improvements to be provided by the Owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, subdivisions and their inclusive lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and

substantially complete. Said requirement shall not prohibit construction of a pre-approved model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete and adequate life safety measures are addressed; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, the City of Post Falls has adopted site development standards which require work in the public rights of way in order to complete site development work on projects to comply with the City's Subdivision Ordinance; and

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

The real property which is the subject of this Agreement (hereinafter the "Property") is located in the City of Post Falls and is described as set forth on Attachment A which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Development Agreement).

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls: utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements in accordance with the requirements of ordinances of the City of Post Falls. Evidence any required surety at the time of execution of this Agreement shall be attached hereto and be labeled Attachment D.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Post Falls Municipal Code and resolutions adopted by the City Council implementing Code requirements.

1.03 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the City, nor otherwise associated with the City other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof. The Developer shall notify all contractors, subcontractors, or agents providing professional services of conditions and requirements of this agreement.

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to

control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 NON-DISCRIMINATION

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense, free of copyright.

1.10 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property

owner which the developer connects to the City sewer or water system as part of the installation of the public improvement.

- E. The Developer shall be responsible to pay the cost of operation of the street lights within the development for a period of one year. The Developer shall pay to the City, at the time of execution of this Agreement the anticipated cost of the operation of the street lights within the development for one year, as determined by the City.

1.11 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 ASSIGNMENTS

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign its interest or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;
 - 2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
 - 3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY’S REMEDIES

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or

freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
 4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.
- B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:
1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
 2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
 3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 INTERPRETATION

- A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as

binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes, or sections titled "Special Provisions".
2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".
3. Article I of this Agreement titled "GENERAL PROVISIONS".
4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Post Falls, Idaho, Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 INTEGRATION

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- E. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

2.02 PERFORMANCE GUARANTY

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.02.D.1, 2.02.D.2, or 2.02.D.3. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.
- C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

"This type of surety is for an initial term that expires on _____. This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the company issuing the surety notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this surety will not be renewed.

- 1. PERFORMANCE BOND - The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.
- 2. ESCROW - The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

3. LETTER OF CREDIT - The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all Engineering Inspection Fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Engineering Inspection Fee Summary.

2.04 ENGINEER

- A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.
- B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.06 QUALITY CONTROL PROGRAM

The Developer's Engineer of Record shall follow the City's project certification and quality control program when performing their duties to provide for certification of the construction work. The Engineer of Record shall be responsible, in charge of the quality control / inspection activities.

2.07 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The construction schedule shall indicate the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

2.08 MATERIALS

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the

responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.09 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091 instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.10 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of City and private utilities.

2.11 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall co-ordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. The Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience towards the public.

2.12 SURVEYOR

A person licensed as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.13 REQUIRED REPORTING

- A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

- B. Construction Progress
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.
- C. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.
- D. Well Logs/Test Hole Logs
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.
- E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.
- F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data as indicated within the City's Engineering Project Certification and Quality Control provision.

2.14 PROGRESS PAYMENTS

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.15 OBSERVANCE

- A. The Engineer of Record or their representatives shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.13A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps

which the City deems necessary to determine whether the work conforms to this Agreement.

- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.16 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.17 ACCESS

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.18 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.
- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

2.20 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide to the City as-built drawings in accordance with current City Engineer's Drawing Submittal Standards. The as-built drawings shall be certified by a professional engineer licensed under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.13F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid and no liens or other claims have been recorded, and that he knows of no intent to file a claim or lien against the property, the improvement, the City or private utility improvements.

3.05 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.
- B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Section 2.02, determined by the following table:

<u>Actual Cost of All Improvements</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000.00	10.0%
\$500,000.00 - \$1,000,000.00	7.5%
Over \$1,000,000.00	5.0%

3.10 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 CONDITIONS OF REIMBURSEMENT

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein.
- B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHMENT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	STREET LIGHT DESCRIPTION
APPENDIX V:	CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
APPENDIX VI:	CITY WATER CAP & METER FEES
APPENDIX VII:	ENGINEER OF RECORD DECLARATION
APPENDIX VIII:	ENGINEERING CERTIFICATE OF COMPLIANCE
APPENDIX IX:	CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
APPENDIX X:	CASH IN LIEU OF PLANTING TREES

STATE OF IDAHO)
)SS
County of Kootenai)

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
) ss
County of Kootenai)

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

North Place East 4th Addition

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

ATTACHMENT "A"

Legal Description
For
Northplace East 4th Addition

A re-plat of a portion of Lots 20, 21, 28, 29 and 30 of Post Falls Irrigated Tracts, Recorded in Book C of Plats, Page 78, and a portion of a vacated 20' wide Right of Way, Ordinance No. 1408, (Instrument No. 28064453000) located in the North Half of Section 26, Township 51 North, Range 5 West, in the City of Post Falls, Kootenai County, Idaho described as follows:

BEGINNING at the Southeast Corner of Northplace East 2nd Addition, Recorded in Book L of Plats, Pages 998 thru 998B, thence along the Easterly boundary line of said Northplace East 2nd Addition the following (21) twenty-one courses;

- 1) N01°11'11"E a distance of 87.37 feet to the beginning of a tangent curve concave to the East and having a radius of 1462.50 feet and a chord bearing and distance of N01°32'09"E, 17.84 feet;
- 2) thence Northerly along said curve through a central angle of 00°41'56" an arc distance of 17.84 feet to the beginning of a non-tangent curve concave to the Southeast and having a radius of 20.00 feet and a chord bearing and distance of N31°32'44"E, 19.22 feet;
- 3) thence Northeasterly along said curve through a central angle of 57°26'14" an arc distance of 20.05 feet;
- 4) N05°03'39"E a distance of 62.93 feet to the beginning of a non-tangent curve concave to the Northeast and having a radius 20.00 feet and a chord bearing and distance of N44°06'12"W, 9.13 feet;
- 5) thence Northwesterly along said curve through a central angle of 26°22'25" an arc distance of 9.21 feet;
- 6) N87°53'41"W a distance of 65.00 feet;
- 7) N88°47'07"W a distance of 18.95 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S70°28'08"W, 16.35 feet;
- 8) thence Southwesterly along said curve through a central angle of 48°15'16" an arc distance of 16.84 feet to the beginning of a compound curve concave to the North and having radius of 2971.50 feet and a chord bearing and distance of N84°58'27"W, 44.57 feet;
- 9) thence Westerly along said curve through a central angle of 00°51'34" an arc distance of 44.57 feet to the beginning of a reverse curve concave to the South and having a radius of 3028.50 feet and a chord bearing and distance of N85°11'17"W, 68.02 feet;
- 10) thence Westerly along said curve through a central angle of 01°17'13" an arc distance of 68.02 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 8.50 feet and a chord bearing and distance of N40°21'14"W, 12.12 feet;
- 11) thence Northerly along said curve through a central angle of 90°57'18" an arc distance of 13.49 feet;
- 12) N87°00'43"W a distance of 57.04 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 8.50 feet and a chord bearing and distance of S48°54'46"W, 11.78 feet;
- 13) thence Southwesterly along said curve through a central angle of 87°43'07" an arc distance of 13.01 feet to the beginning of a reverse curve concave to the South and having a radius of 3028.50 feet and a chord bearing and distance of N88°16'42"W, 111.01 feet;

14) thence Westerly along said curve through a central angle of $02^{\circ}06'01''$ an arc distance of 111.01 feet;

15) $N04^{\circ}31'13''E$ a distance of 57.27 feet;

16) $N07^{\circ}25'43''E$ a distance of 69.07 feet;

17) $N10^{\circ}23'54''E$ a distance of 123.48 feet;

18) $N13^{\circ}56'50''E$ a distance of 61.59 feet;

19) $N09^{\circ}41'25''E$ a distance of 117.52 feet;

20) $N16^{\circ}55'15''W$ a distance of 57.45 feet;

21) thence $N09^{\circ}38'54''W$ a distance of 120.00 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 2404.50 feet and a chord bearing and distance of $N77^{\circ}33'44''E$, 234.03'; thence Easterly along said curve through a central angle of $05^{\circ}34'44''$ an arc distance of 234.13 feet to the beginning of a reverse curve concave to the Southeast and having a radius of 819.50 feet and a chord bearing and distance of $N77^{\circ}48'11''E$, 86.65 feet; thence Northeasterly along said curve through a central angle of $06^{\circ}03'38''$ an arc distance of 86.69 feet to the beginning of a non-tangent curve concave to the Northeast and having a radius of 1053.00 feet and a chord bearing and distance of $S10^{\circ}17'50''E$, 28.45 feet; thence Southerly along said curve through a central angle of $01^{\circ}32'53''$ an arc distance of 28.45 feet to the beginning of a reverse curve concave to the Southwest and having a radius of 947.00 feet and a chord bearing and distance of $S03^{\circ}19'07''E$, 255.50 feet; thence Southerly along said curve through a central angle of $15^{\circ}30'20''$ an arc distance of 256.28 feet; thence $S87^{\circ}33'22''E$ a distance of 90.55 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 522.50 feet and a chord bearing of $S68^{\circ}48'56''E$, 415.03 feet; thence Southeasterly along said curve through a central angle of $46^{\circ}48'06''$ an arc distance of 426.80 feet; thence $S45^{\circ}24'53''E$ a distance of 275.26 feet; thence $S42^{\circ}35'28''E$ a distance of 98.46 feet to the beginning of a non-tangent curve concave to the North and having a radius of 971.50 feet and a chord bearing and distance of $S85^{\circ}49'17''E$, 5.29 feet; thence Easterly along said curve through a central angle of $00^{\circ}18'44''$ an arc distance of 5.29 feet; thence $S01^{\circ}11'11''W$ a distance of 182.19 feet to the South line of the North half of said Section 26; thence $N88^{\circ}48'49''W$ along said South line a distance of 723.83 feet to the POINT OF BEGINNING.

Containing 12.682 acres more or less
Subject to all easements of record



ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

FOR

North Place East 4th Addition

<u> X </u>	Street surfacing or infill paving
<u> X </u>	Monumentation
<u> X </u>	Electric
<u> X </u>	Curbs and gutters
<u> X </u>	Street lighting
<u> X </u>	Gas
<u> X </u>	Sidewalks
<u> X </u>	Telephone
<u> X </u>	Drainage
<u> X </u>	Street Signs (Replacement)
<u> X </u>	Cable TV
<u> X </u>	Water
<u> X </u>	Landscaping (Swales)
<u> X </u>	Sanitary Sewer
<u> X </u>	Improvements shown on construction plans attached as Appendix I to this Agreement
<u> </u>	Other – as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

North Place East 4th Addition

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 1,116,344.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 454,691.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 68,863.00**
5. Total cost of improvements: **\$ 1,639,898.00**
6. Warranty amount: **\$ 81,994.90**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

North Place East 4th Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

[illegible]

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

North Place East 4th Addition

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

ATTACHMENT "D"

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

Greenstone-Kootenai II

FOR

North Place East 4th Addition

CONSTRUCTION DRAWINGS

Plans Titled: **North Place East 4th Addition**

Dated: **11/25/25**

By: **Doug Desmond**

Sheets 1 through 12

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

Greenstone-Kootenai II

FOR

North Place East 4th Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	Nov 10, '24	W	S	T	M	F	Jan
21		Catch Basin adjustments	2 days	Tue 3/17/26	Wed 3/18/26	20								
22		Curb Installation	3 days	Thu 3/19/26	Mon 3/23/26	21								
23		Base Rock	8 days	Tue 3/24/26	Thu 4/2/26	22								
24		Adjustments	3 days	Fri 4/3/26	Tue 4/7/26	23								
25		Pave	2 days	Wed 4/8/26	Thu 4/9/26	24								
26		Sidewalk	7 days	Fri 4/10/26	Mon 4/20/26	25								
27		Stake lot lines for Utilities	1 day	Tue 4/21/26	Tue 4/21/26	26								
28		Utility Trench	2 days	Wed 4/22/26	Thu 4/23/26	27								
29		Utility Install	7 days	Fri 4/24/26	Mon 5/4/26	28								
30		Utility Pedestals and energize	6 days	Tue 5/5/26	Tue 5/12/26	29								
31		Street signs	1 day	Wed 5/13/26	Wed 5/13/26	30								
32		Set lot corners	2 days	Thu 5/14/26	Fri 5/15/26	31								
33		Install CBU's	1 day?	Mon 5/18/26	Mon 5/18/26	32								

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: North Place East 4th Ad

Date: Mon 11/10/25

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

Greenstone-Kootenai II

FOR

North Place East 4th Addition

ENGINEERING SERVICES FEE SUMMARY

To be determined by the City of Post Falls, Engineering Division, based on quantity of improvements and current fee schedule.

44 Lots X \$350.00 = **\$ 15,400.00**

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

Greenstone-Kootenai II

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utility Company**

Street light type: **Town & Country 100 watt**

 5 lights X 12 months X \$ 13.18 per month = \$ 790.80

Street light type: _____

_____ lights X 12 months X \$ _____ per month = \$ _____

TOTAL = \$ 790.80

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

Greenstone-Kootenai II

FOR

North Place East 4th Addition

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

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

_____ (# of SF homes) x \$7,675.00 = \$_____

_____ (# of Commercial service units) x \$7,675.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,675.00
-----------------------------------	------------

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

Greenstone-Kootenai II

FOR

North Place East 4th Addition

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,320.00 Residential	=	\$ _____
_____ x	1"	= \$5,534.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$11,068.00	=	\$ _____
_____ x	2"	= \$17,709.00	=	\$ _____

Meter Fees

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

ACCOUNT FEES

_____ (# of irrigation service connections) x Utility Deposit \$10 = \$ _____

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

Greenstone-Kootenai II

FOR

North Place East 4th Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Doug Desmond

ENGINEERING FIRM:

ADDRESS: N. 1421 Meadowwood Lane #200

CITY: Liberty Lake STATE: WA ZIP: 83854

PHONE NO.: 509-458-5860

E-MAIL ADDRESS: ddesmond@greenstonehomes.com

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

Greenstone-Kootenai II

FOR

North Place East 4th Addition

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I _____ certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

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

Greenstone-Kootenai II

FOR

North Place East 4th Addition

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)SS
County of Kootenai Kootenai)

I, _____, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to _____, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

Signature

Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20____.

Notary for the state of Idaho _____
Residing at: _____
Commission Expires: _____

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

Greenstone-Kootenai II

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street Trees option.

 The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$, and is based upon trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Crown Reserve Subdivision Final Plat Approval

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Crown Reserve Subdivision.

DISCUSSION:

This is a 148-lot subdivision located on N. Spokane Street north of W. Bodine Avenue. The plat has been reviewed by staff and found to be in conformance with City Standards and the requirements of the Master Development Agreement that was completed on May 20, 2025. Construction plans were approved, and the Construction Improvement Agreement was executed on June 3, 2025.

Under the Subdivision Ordinance, the plat is returned to the City Council for authorization of the Mayor's signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements. As the Developer is platting the subdivision prior to construction of all improvements, they have provided surety for the public improvements associated with the subdivision.

***Approved plat attached. Original Mylars to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 3, 2025 - Construction Improvement Agreement

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

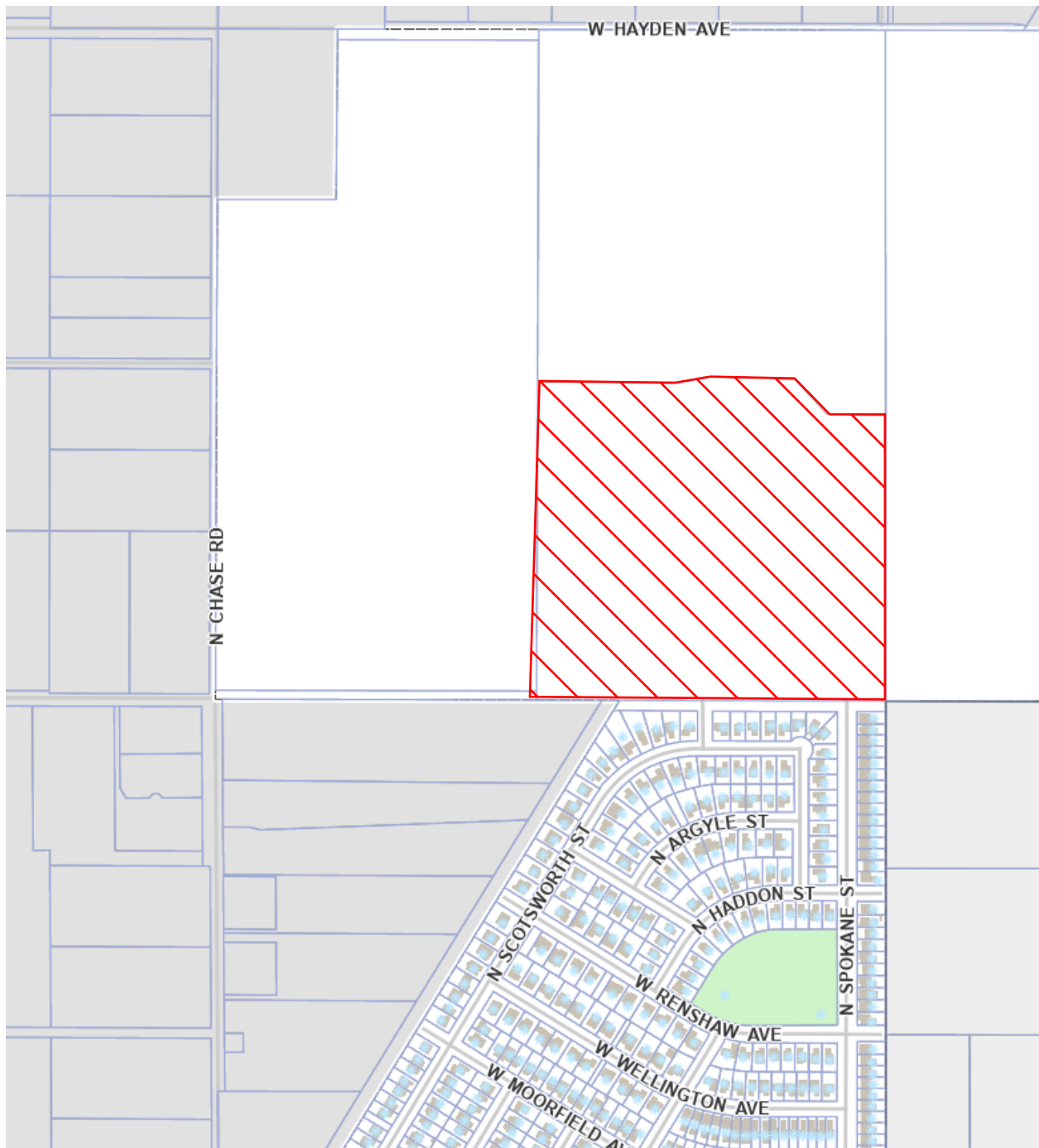
Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Crown Reserve Location Map
2. PLAT



CROWN RESERVE LOCATION MAP

CROWN RESERVE

A PORTION OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 51 NORTH,
RANGE 05 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

NORTHWEST SECTION CORNER

FOUND 5/8 INCH REBAR WITH NO CAP PER
CP&F INSTRUMENT NUMBER 2483798000

NORTH QUARTER CORNER

FOUND 2.5 INCH ALUMINUM CAP
MARKED "PLS 5078" PER CP&F
INSTRUMENT NUMBER 2748491000

NORTHEAST SECTION CORNER

FOUND 2.5 INCH ALUMINUM CAP MARKED
"PLS 12318" PER CP&F INSTRUMENT
NUMBER 3013166000

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD_83(2011)(EPOCH:2010.0000). BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.00006809. A CONVERGENCE ANGLE OF -00°53'16" SHOULD BE USED TO CONVERT GRID BEARING TO GEODETIC BEARING.

REFERENCES

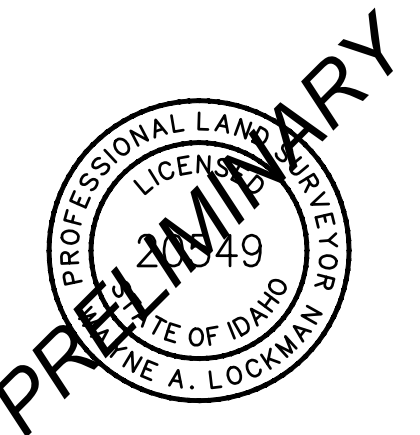
- (R-1) RECORD OF SURVEY PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC., AND RECORDED IN BOOK 21 OF SURVEYS, PAGE 249, INSTRUMENT NUMBER 1725204, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY INLAND NORTHWEST CONSULTANTS, AND RECORDED IN BOOK 26 OF SURVEYS, PAGE 256, INSTRUMENT NUMBER 2235685000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY T-O ENGINEERS, AND RECORDED IN BOOK 31 OF SURVEYS, PAGE 245, INSTRUMENT NUMBER 2732863000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY WELCH COMER & ASSIC., INC., AND RECORDED IN BOOK 31 OF SURVEYS, PAGE 333, INSTRUMENT NUMBER 2751546000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY WELCH COMER & ASSIC., INC., AND RECORDED IN BOOK 33 OF SURVEYS, PAGE 117, INSTRUMENT NUMBER 3001533000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF CROWN POINTE PREPARED BY LAKE CITY ENGINEERING, AND RECORDED IN BOOK K OF PLATS, PAGE 351, INSTRUMENT NUMBER 2337899000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF CROWN POINTE 1ST ADDITION PREPARED BY LAKE CITY ENGINEERING, AND RECORDED IN BOOK K OF PLATS, PAGE 436, INSTRUMENT NUMBER 2447254000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF CROWN POINTE 2ND ADDITION PREPARED BY LAKE CITY ENGINEERING, AND RECORDED IN BOOK L OF PLATS, PAGE 5, INSTRUMENT NUMBER 2489309000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-4) PLAT OF CROWN POINTE 3RD ADDITION PREPARED BY LAKE CITY ENGINEERING, AND RECORDED IN BOOK L OF PLATS, PAGE 49, INSTRUMENT NUMBER 2523561000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-5) PLAT OF CROWN POINTE 4TH ADDITION PREPARED BY LAKE CITY ENGINEERING, AND RECORDED IN BOOK L OF PLATS, PAGE 109, INSTRUMENT NUMBER 2563680000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-6) PLAT OF CROWN POINTE 5TH ADDITION PREPARED BY LAKE CITY ENGINEERING, AND RECORDED IN BOOK L OF PLATS, PAGE 175, INSTRUMENT NUMBER 2608109000 RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-7) PLAT OF CROWN POINTE 6TH ADDITION PREPARED BY LAKE CITY ENGINEERING, AND RECORDED IN BOOK L OF PLATS, PAGE 250, INSTRUMENT NUMBER 2648050000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-8) PLAT OF CROWN POINTE 7TH ADDITION PREPARED BY LAKE CITY ENGINEERING, AND RECORDED IN BOOK L OF PLATS, PAGE 317, INSTRUMENT NUMBER 2683077000 RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) WARRANTY DEED FILED AS INSTRUMENT NUMBER 2736221000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) GRANT OF EASEMENT DEED FILED AS INSTRUMENT NUMBER 2836245000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-3) GRANT OF EASEMENT DEED FILED AS INSTRUMENT NUMBER 2836246000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-4) GRANT OF RIGHT-OF-WAY DEED FILED AS INSTRUMENT NUMBER 2836248000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-5) GRANT OF RIGHT-OF-WAY DEED FILED AS INSTRUMENT NUMBER 2836249000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-6) WARRANTY DEED FILED AS INSTRUMENT NUMBER 2951370000, RECORDS OF KOOTENAI COUNTY, IDAHO.

SURVEYOR'S NOTES

- DATE OF W.C.E. SURVEY: JULY, 2025.
- THIS SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS, RIGHTS-OF-WAY OF RECORD OR PHYSICAL FEATURES OF THE SUBJECT PROPERTY. FEATURES WHICH MAY BE SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY.

LEGEND

- SET 5/8" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- SET 5/8" x 24" REBAR WITH 2" ALUMINUM CAP MARKED "PLS 20549"
- SET 1/2" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "T-O PLS 11119"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "ESE PLS 4194"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "WELCH COMER PLS 12318"
- FOUND 5/8" REBAR WITH NO CAP, UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 1/2" REBAR WITH NO CAP, UNLESS OTHERWISE NOTED
- ◇ FOUND 2" ALUMINUM CAP MARKED "PLS 4182"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- ① 10' SIDEWALK, UTILITY & DRAINAGE EASEMENT
- ② 15' SIDEWALK, UTILITY & DRAINAGE EASEMENT
- ③ 20' INGRESS/ EGRESS, DRAINAGE, & UTILITY EASEMENT
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- ⑤ 27' INGRESS/ EGRESS, DRAINAGE, & UTILITY EASEMENT
- ⑥ 32' INGRESS/ EGRESS, DRAINAGE, & UTILITY EASEMENT
- ⑦ 34' INGRESS/ EGRESS, DRAINAGE, & UTILITY EASEMENT
- BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTER LINE
- SECTION LINE
- SURVEY MEASUREMENT LINE
- NO BUILD AREA



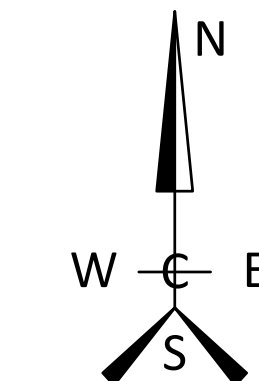
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DATE:	11/20/25	STRUCTURAL	
DRAFTED BY:	MAS	☒ SURVEYING	
REVIEWED BY:	WAL	TRAFFIC	
F.B.:	24-3750	PLANNING-	
		LANDSCAPE	
		OTHER	

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

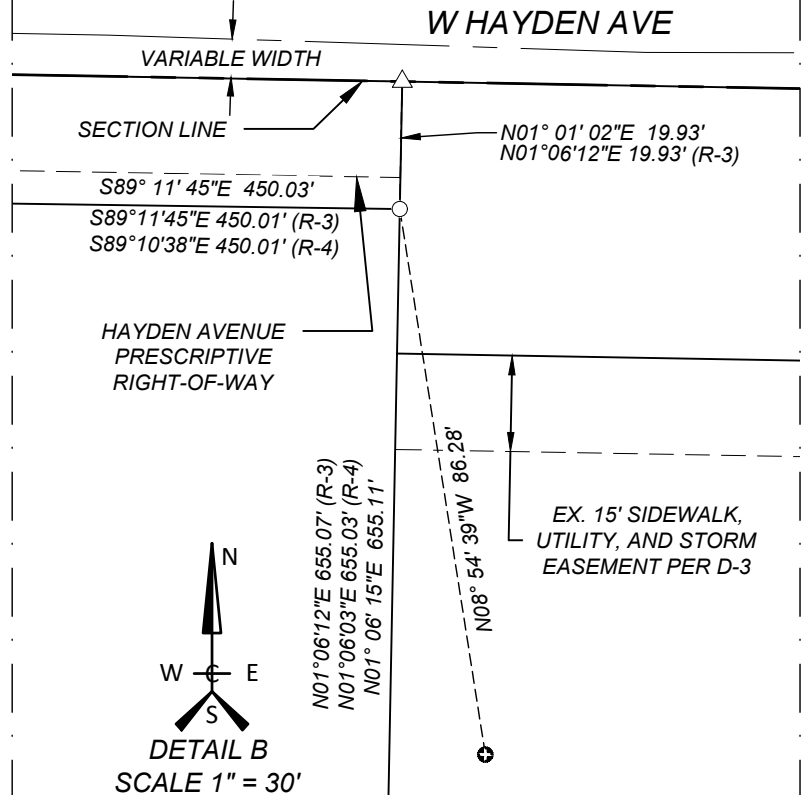
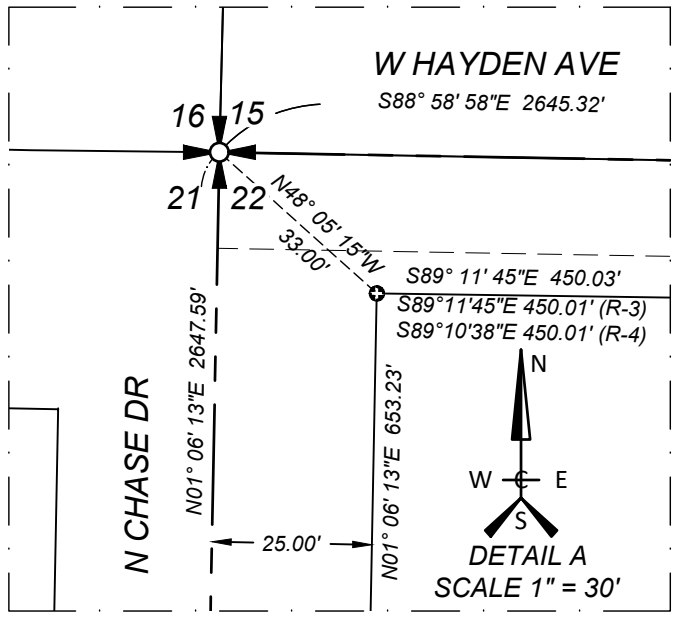
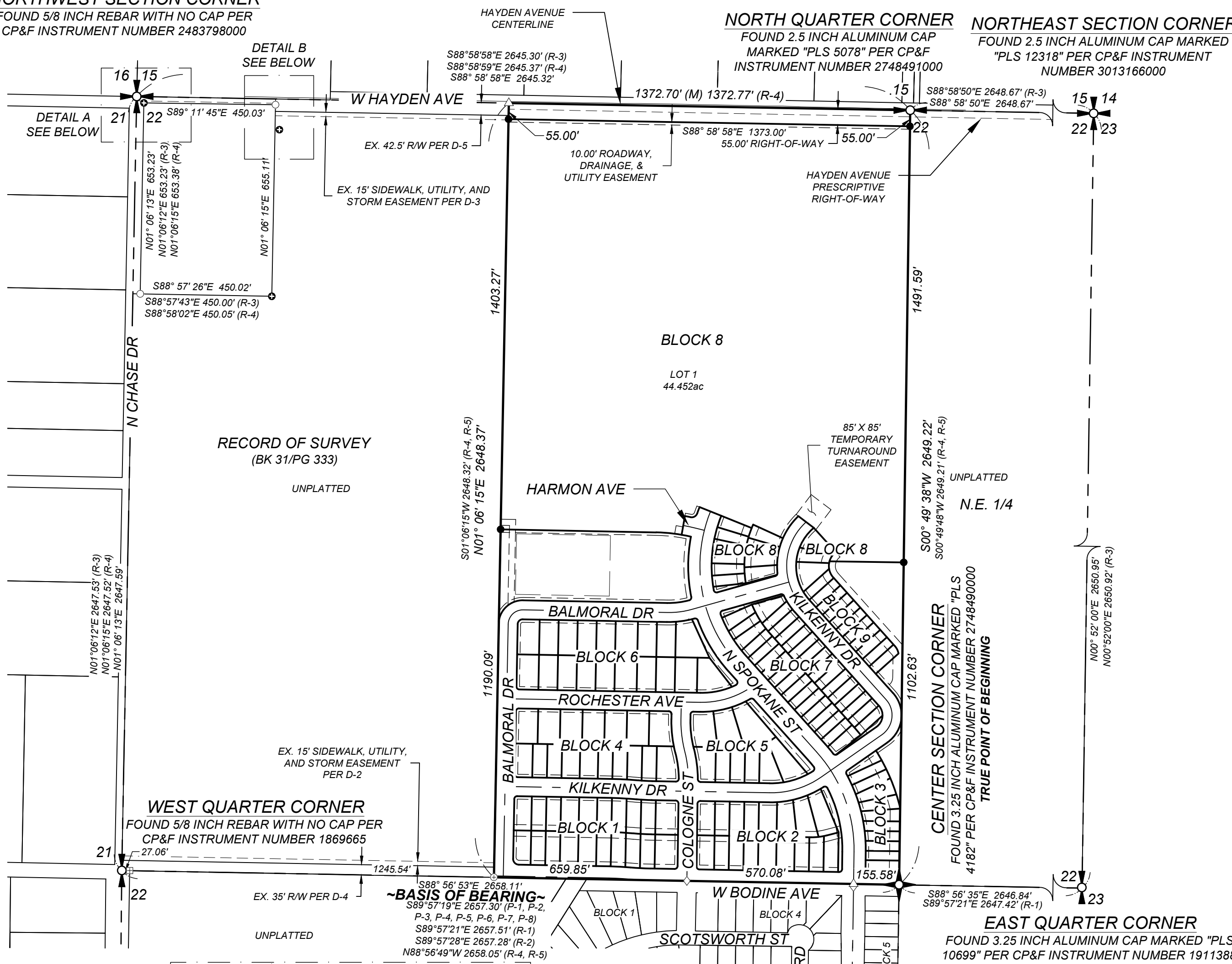
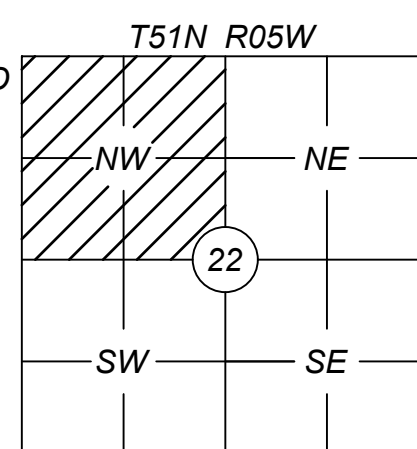
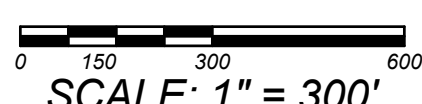
FINAL PLAT OF
CROWN RESERVE
CITY OF POST FALLS,
KOOTENAI COUNTY,
IDAHO

SHEET
1 OF 6

JOB NUMBER
24-3750



GRAPHIC SCALE



CROWN RESERVE

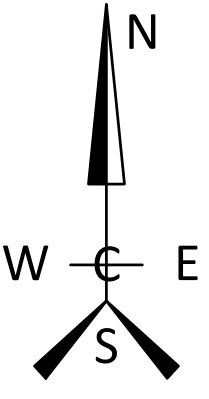
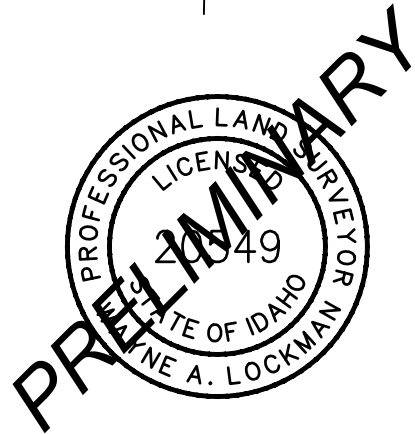
A PORTION OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 51 NORTH,
RANGE 05 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____



LEGEND

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 - SURVEY MEASUREMENT LINE
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PROJ #:	24-3750	CIVIL
DATE:	11/20/25	STRUCTURAL
DRAFTED BY:	MAS	☒ SURVEYING
REVIEWED BY:	WAL	TRAFFIC
F.B.:	24-3750	PLANNING
		LANDSCAPE
		OTHER

FINAL PLAT OF
CROWN RESERVE
CITY OF POST FALLS,
KOOTENAI COUNTY,
IDAHO

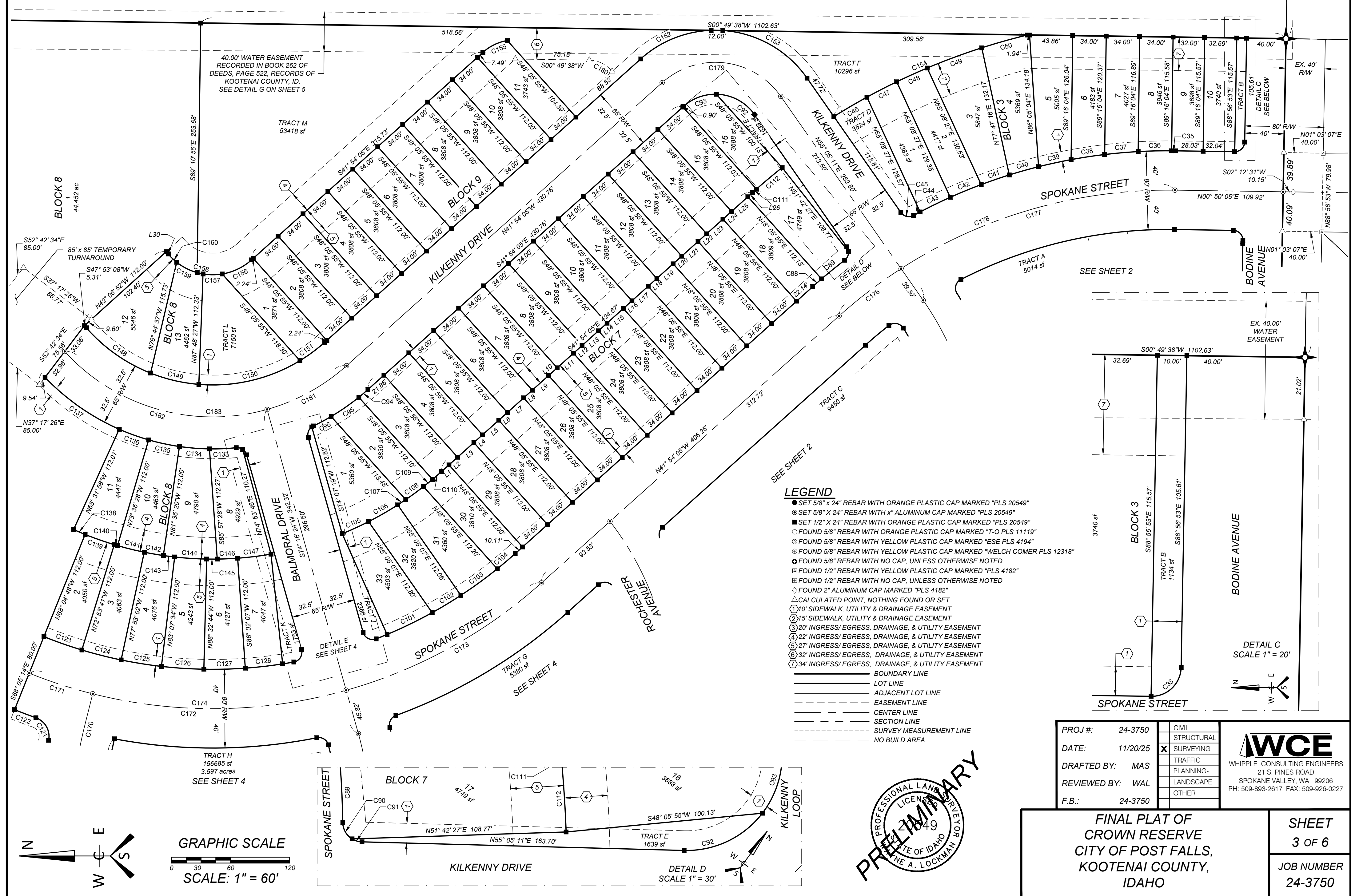
SHEET
2 OF 6
JOB NUMBER
24-3750

CROWN RESERVE

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RANGE 05 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

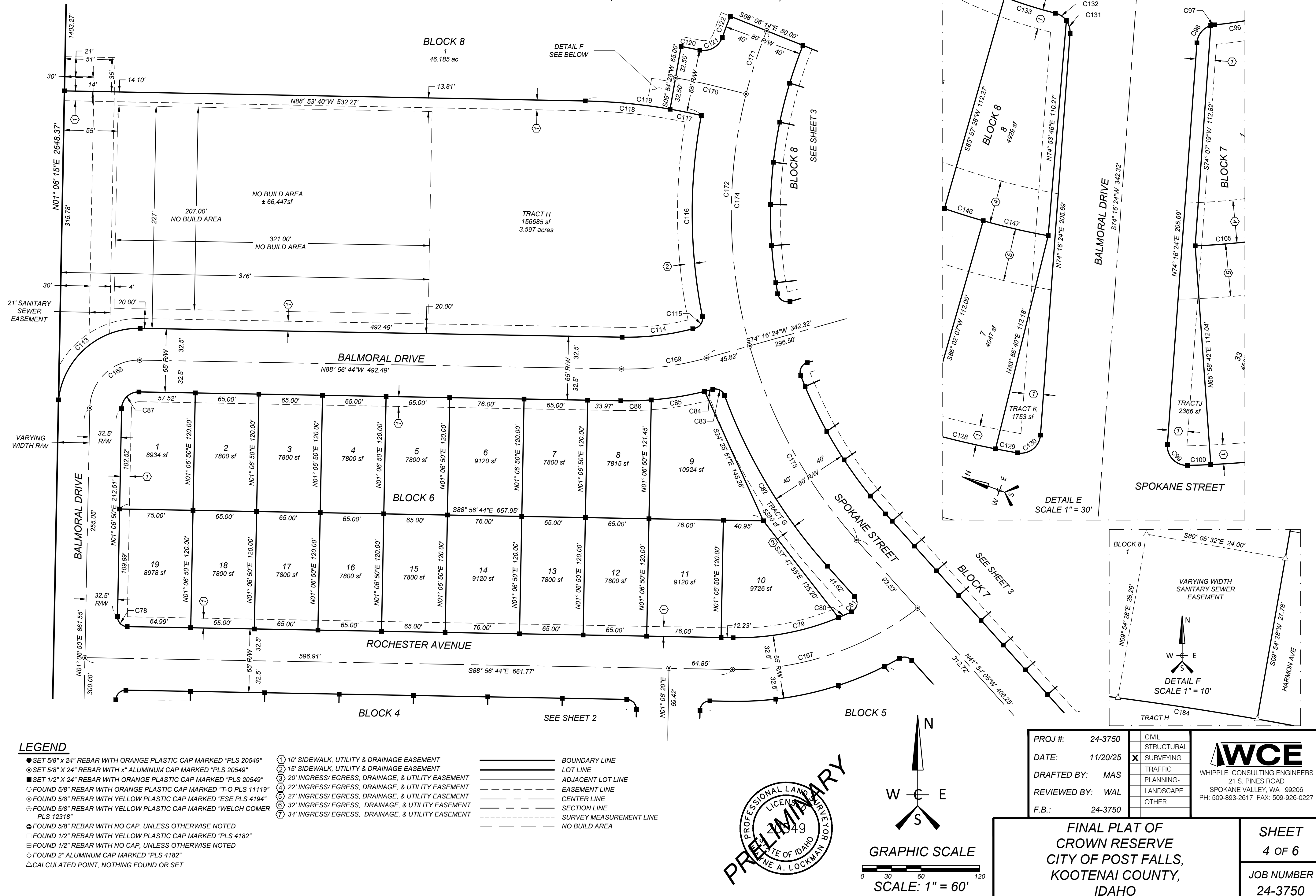


CROWN RESERVE

A PORTION OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 51 NORTH,
RANGE 05 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

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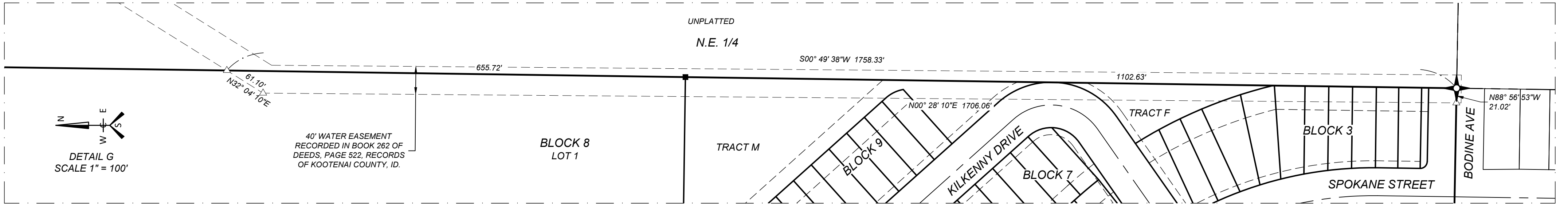


CROWN RESERVE

A PORTION OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 51 NORTH,
RANGE 05 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	31.44'	20.00'	90°03'34"	N43°54'57"W	28.30'
C2	4.95'	1040.00'	0°16'21"	N88°48'33"W	4.95'
C3	50.02'	1040.00'	2°45'21"	N87°17'42"W	50.02'
C4	18.02'	1040.00'	0°59'34"	N85°25'14"W	18.02'
C5	32.06'	960.00'	1°54'48"	N85°52'51"W	32.06'
C6	35.36'	960.00'	2°06'38"	N87°53'34"W	35.36'
C7	15.75'	10.00'	90°13'02"	S45°56'36"W	14.17'
C8	15.67'	10.00'	89°46'49"	N44°03'19"W	14.11'
C9	36.16'	726.00'	2°51'14"	S87°31'07"E	36.16'
C10	15.18'	726.00'	1°11'54"	S85°29'33"E	15.18'
C11	34.90'	1274.00'	1°34'10"	S85°40'41"E	34.90'
C12	50.02'	1274.00'	2°14'58"	S87°35'15"E	50.01'
C13	5.19'	1274.00'	0°14'00"	S88°49'44"E	5.19'
C14	15.70'	10.00'	89°56'26"	N46°05'03"E	14.13'
C15	5.06'	1152.00'	0°15'07"	N88°49'10"W	5.06'
C16	50.02'	1152.00'	2°29'16"	N87°26'59"W	50.02'
C17	26.39'	1152.00'	1°18'45"	N85°32'58"W	26.39'
C18	23.69'	848.00'	1°36'03"	S85°41'37"E	23.69'
C19	36.28'	848.00'	2°27'06"	S87°43'11"E	36.28'
C20	15.67'	10.00'	89°46'58"	N44°03'24"W	14.12'
C21	15.75'	10.00'	90°13'02"	S45°56'36"W	14.17'
C22	225.00'	460.00'	28°01'29"	S13°10'40"E	222.76'
C23	16.63'	10.00'	95°18'19"	S74°50'34"E	14.78'
C24	10.96'	332.50'	1°53'21"	N58°26'58"E	10.96'
C25	50.18'	332.50'	8°38'51"	N63°43'04"E	50.14'
C26	52.06'	332.50'	8°58'15"	N72°31'37"E	52.01'
C27	54.81'	332.50'	9°26'44"	N81°44'07"E	54.75'
C28	26.67'	332.50'	4°35'47"	N88°45'22"E	26.67'
C29	15.75'	10.00'	90°13'11"	N45°56'41"E	14.17'
C30	26.25'	200.00'	7°31'09"	N87°17'42"E	26.23'
C31	18.46'	200.00'	5°17'19"	N80°53'28"E	18.45'
C32	9.69'	200.00'	2°46'36"	N76°51'31"E	9.69'
C33	15.71'	10.00'	90°00'01"	N43°56'53"W	14.14'
C35	3.97'	540.00'	0°25'18"	N00°37'26"E	3.97'
C36	34.03'	540.00'	3°36'38"	N01°23'32"W	34.02'
C37	34.18'	540.00'	3°37'35"	N05°00'38"W	34.17'
C38	34.47'	540.00'	3°39'25"	N08°39'09"W	34.46'
C39	33.86'	540.00'	3°35'33"	N12°16'38"W	33.85'
C40	30.90'	540.00'	3°16'42"	N15°42'45"W	30.89'
C41	30.16'	540.00'	3°12'02"	N18°57'07"W	30.16'
C42	34.04'	540.00'	3°36'42"	N22°21'29"W	34.03'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C43	34.01'	540.00'	3°36'32"	N25°58'05"W	34.01'
C44	7.50'	540.00'	0°47'46"	N28°10'14"W	7.50'
C45	14.60'	10.00'	83°39'18"	N13°15'32"E	13.34'
C46	38.92'	664.00'	3°21'29"	S30°25'45"E	38.91'
C47	34.03'	664.00'	2°56'12"	N27°16'54"W	34.03'
C48	34.01'	664.00'	2°56'03"	N24°20'46"W	34.00'
C49	59.14'	664.00'	5°06'12"	N20°19'39"W	59.12'
C50	48.40'	664.00'	4°10'36"	N15°41'15"W	48.39'
C51	15.72'	10.00'	90°03'34"	S43°54'57"E	14.15'
C52	5.26'	1339.00'	0°13'30"	N88°49'59"W	5.26'
C53	50.01'	1339.00'	2°08'24"	N87°39'02"W	50.01'
C54	39.43'	1339.00'	1°41'14"	N85°44'13"W	39.43'
C55	10.65'	661.00'	0°55'24"	N85°21'18"W	10.65'
C56	36.10'	661.00'	3°07'44"	N87°22'52"W	36.09'
C57	16.02'	10.00'	91°45'38"	S45°10'27"W	14.36'
C58	88.09'	367.50'	13°43'59"	S07°34'22"E	87.87'
C59	23.51'	432.50'	3°06'51"	S12°52'56"E	23.50'
C60	93.83'	432.50'	12°25'51"	S05°06'35"E	93.65'
C61	15.72'	10.00'	90°03'04"	S43°55'12"E	14.15'
C62	15.70'	10.00'	89°56'26"	S46°05'03"W	14.13'
C63	15.46'	10.00'	88°34'40"	N44°39'24"W	13.97'
C64	48.08'	267.50'	10°17'53"	S85°54'20"W	48.01'
C65	87.79'	267.50'	18°48'12"	S71°21'17"W	87.39'
C66	20.59'	267.50'	4°24'39"	S59°44'52"W	20.59'
C67	16.68'	10.00'	95°34'17"	S09°45'25"W	14.81'
C68	31.09'	460.00'	3°52'21"	S39°57'54"E	31.09'
C69	13.60'	10.00'	77°54'26"	S80°51'18"E	12.57'
C70	17.75'	332.50'	3°03'31"	N61°43'14"E	17.75'
C71	50.91'	332.50'	8°46'24"	N67°38'12"E	50.86'
C72	65.37'	332.50'	11°15'52"	N77°39'20"E	65.27'
C73	45.07'	332.50'	7°46'00"	N87°10'16"E	45.04'
C74	15.70'	10.00'	89°56'56"	N46°04'48"E	14.14'
C75	94.06'	367.50'	14°39'55"	N06°13'37"W	93.81'
C76	5.64'	367.50'	0°52'47"	N13°59'58"W	5.64'
C77	106.22'	432.50'	14°04'17"	N07°24'13"W	105.95'
C78	15.72'	10.00'	90°03'34"	N43°54'57"W	14.15'
C79	110.50'	267.50'	23°40'06"	S79°13'13"W	109.72'
C80	14.51'	267.50'	3°06'29"	S65°49'56"W	14.51'
C81	18.53'	10.00'	106°10'46"	S11°11'18"W	15.99'
C82	204.93'	540.00'	21°44'38"	S31°01'46"E	203.70'
C83	14.86'	10.00'	85°08'42"	S62°43'48"E	13.53'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C84	8.61'	332.50'	1°28'59"	N75°26'21"E	8.61'
C85	55.24'	332.50'	9°31'07"	N80°56'23"E	55.17'
C86	31.08'	332.50'	5°21'19"	N88°22'36"E	31.07'
C87	27.47'	17.50'	89°56'26"	N46°05'03"E	24.74'
C88	11.86'	540.00'	1°15'29"	N41°16'21"W	11.86'
C89	30.22'	540.00'	3°12'22"	N39°02'25"W	30.21'
C90	9.97'	10.00'	57°07'28"	N65°59'58"W	9.56'
C91	5.30'	10.00'	30°21'07"	S70°15'44"W	5.24'
C92	45.67'	48.50'	53°57'25"	S28°06'28"W	44.00'
C93	36.42'	48.50'	43°01'51"	S20°23'10"E	35.57'
C94	12.15'	236.00'	2°56'58"	S40°25'36"E	12.15'
C95	34.29'	236.00'	8°19'33"	S34°47'21"E	34.26'
C96	20.39'	236.00'	4°57'03"	S28°08'03"E	20.39'
C97	1.93'	10.00'	11°02'23"	S31°11'42"E	1.92'
C98	12.04'	10.00'	69°00'43"	S71°13'15"E	11.33'
C99	16.65'	10.00'	95°25'10"	N28°33'49"E	14.79'
C100	12.01'	460.00'	1°29'44"	N21°53'35"W	12.01'
C101	50.88'	460.00'	6°20'13"	N25°48'36"W	50.85'
C102	34.08'	460.00'	4°14'43"	N31°06'04"W	34.08'
C103	45.76'	460.00'	5°42'01"	N36°04'26"W	45.75'
C104	23.90'	460.00'	2°58'39"	N40°24'46"W	23.90'
C105	29.52'	348.00'	4°51'37"	S24°37'38"E	29.51'
C106	34.15'	348.00'	5°37'19"	S29°52'06"E	34.13'
C107	9.73'	348.00'	1°36'09"	S33°26'50"E	9.73'
C108	22.37'	348.00'	3°40'57"	S36°07'23"E	22.36'
C109	11.77'	348.00'	1°56'14"	S38°55'59"E	11.77'
C110	12.15'	348.00'	1°59'59"	S40°54'06"E	12.15'
C111	5.19'	652.00'	0°27'20"	N41°40'25"W	5.19'
C112	34.02'	652.00'	2°59'24"	N39°57'03"W	34.02'
C113	121.72'	82.50'	84°31'49"	S48°47'21"W	110.97'
C114	75.71'	267.50'	16°13'02"	S82°56'45"W	75.46'
C115	15.03'	10.00'	86°07'51"	S31°46'19"W	13.66'
C116	206.92'	540.00'	21°57'17"	S00°18'58"E	205.66'
C117	32.54'	567.50'	3°17'08"	S78°26'58"E	32.54'
C118	87.18'	567.50'	8°48'08"	N84°29'36"W	87.10'
C119	119.73'	567.50'	12°05'16"	S82°51'02"E	119.51'
C120	19.59'	632.50'	1°46'29"	N79°12'17"W	19.59'
C121	28.71'	20.00'	82°14'39"	S60°33'38"W	26.31'
C122	23.16'	540.00'	2°27'28"	S20°40'02"W	23.16'
C123	40.87'	460.00'	5°05'25"	N19°21'03"E	40.85'
C124	41.16'	460.00'	5°07'35"	N14°14'33"E	41.14'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C125	41.51'	460.00'	5°10'15"	N09°05'38"E	41.50'
C126	43.18'	460.00'	5°22'43"	N03°49'09"E	43.17'
C127	42.15'	460.00'	5°14'58"	N01°29'41"W	42.13'
C128	38.17'	460.00'	4°45'16"	N06°29'48"W	38.16'
C129	11.51'	460.00'	1°26'00"	N09°35'26"W	11.51'
C130	16.65'	10.00'	95°25'10"	N58°01'01"W	14.79'
C131	6.99'	10.00'	40°01'33"	S54°15'38"W	6.84'
C132	6.99'	10.00'	40°01'33"	N14°14'05"E	6.84'
C133	27.17'	236.00'	6°35'50"	S02°28'46"E	27.16'
C134	30.60'	236.00'	7°25'45"	S04°32'02"W	30.58'
C135	32.03'	236.00'	7°46'36"	S12°08'12"W	32.01'
C136	31.81'	236.00'	7°43'23"	S19°53'11"W	31.79'
C137	92.59'	236.00'	22°28'47"	S34°59'17"W	92.00'
C138	12.70'	348.00'	2°05'29"	S22°56'02"W	12.70'
C139	31.46'	348.00'	5°10'44"	S19°17'56"W	31.44'
C140	3.44'	348.00'	0°33'59"	S16°25'35"W	3.44'
C141	27.97'	348.00'	4°36'15"	S13°50'27"W	27.96'
C142	19.70'	348.00'	3°14'36"	S09°55'02"W	19.70'
C143	11.57'	348.00'	1°54'16"	S07°20'35"W	11.57'
C144	32.59'	348.00'	5°21'56"	S03°42'29"W	32.58'
C145	10.77'	348.00'	1°46'23"	S00°08'20"W	10.77'
C146	20.78'	348.00'	3°25'18"	S02°27'30"E	20.78'
C147	34.09'	348.00'	5°36'46"	S06°58'32"E	34.08'
C148	78.23'	171.00'	26°12'48"	N34°46'45"E	77.55'
C149	50.48'	171.00'	16°54'48"	N13°12'57"E	50.29'
C150	107.32'	171.00'	35°57'28"	S13°13'11"E	105.56'
C151	31.94'	171.00'	10°42'10"	N36°33'00"W	31.90'
C152	78.64'	113.50'	39°41'51"	N22°03'09"W	77.08'
C153	101.48'	113.50'	51°13'42"	N29°28'20"E	98.13'
C154	175.58'	664.00'	15°09'03"	N21°10'29"W	175.07'
C155	27.95'	50.00'	32°01'23"	N25°53'24"W	27.58'
C156	33.53'	59.00'	32°33'53"	S25°37'08"E	33.08'
C157	19.55'	59.00'	18°59'12"	S00°09'24"W	19.46'
C158	6.13'	59.00'	5°57'26"	S12°37'44"W	6.13'
C159	23.43'	59.00'	22°44'55"	S26°58'54"W	23.27'
C160	9.81'	59.00'	9°31'47"	S43°07'15"W	9.80'
C161	70.19'	1000.00'	4°01'17"	N86°56'05"W	70.17'
C162	70.23'	1000.00'	4°01'26"	S86°56'10"E	70.21'
C163	92.40'	1306.50'	4°03'08"	N86°55'10"W	92.38'
C164	49.05'	693.50'	4°03'08"	S86°55'10"E	49.04'
C165	106.63'	400.00'	15°16'26"	N06°48'08"W	106.32'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C166	108.52'	400.00'	15°32'41"	S06°40'01"E	108.19'
C167	203.15'	300.00'	38°47'53"	N71°39'20"E	199.29'
C168	78.49'	500.00'	89°56'26"	S46°05'03"W	70.67'
C169	87.87'	300.00'	16°46'52"	N82°39'50"E	87.55'
C170	44.10'	600.00'	4°12'42"	N77°59'11"W	44.09'
C171	67.86'	500.00'	7°46'33"	N18°00'28"E	67.81'
C172	260.46'	500.00'	29°50'47"	N00°48'13"W	257.52'
C173	228.42'	500.00'	26°10'29"	N28°48'51"W	226.44'
C174	556.74'	500.00'	63°47'51"	S10°00'10"E	528.42'
C175	188.33'	300.00'	35°58'05"	N73°04'13"E	185.25'
C176	79.27'	500.00'	9°05'00"	S17°21'35"E	79.18'
C177	293.68'	500.00'	33°39'11"	S15°59'30"E	289.47'
C178	372.94'	500.00'	42°44'10"	N20°32'00"W	364.36'
C179	137.11'	81.00'	96°59'16"	N06°35'33"E	121.32'
C180	24.75'	30.00'	47°16'17"	N24°27'46"E	24.06'
C181	92.97'	203.50'	26°10'29"	N28°48'51"E	92.16'
C182	225.17'	203.50'	63°23'47"	N15°58'18"E	213.86'
C183	118.13'	203.50'	89°34'16"	S02°53'03"W	286.71'
C184	24.01'	567.50'	2°25'26"	N81°18'14"W	24.01'

CROWN RESERVE

A PORTION OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 51 NORTH, RANGE 05 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF JACKLIN LAND COMPANY, LLLP, AN IDAHO LIMITED LIABILITY LIMITED PARTNERSHIP, FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS DAY OF _____, 20____, AT _____:____M. IN BOOK _____ OF PLATS, PAGE(S) _____, AS INSTRUMENT NUMBER _____.

FEE \$ _____

DEPUTY CLERK

JENNIFER LOCKE, KOOTENAI COUNTY CLERK

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO.

DATED THIS _____ DAY OF _____, 20____.

RONALD G. JACOBSON - MAYOR

SHANNON HOWARD - CLERK

I, THE UNDERSIGNED, CITY ENGINEER FOR THE CITY OF POST FALLS, CERTIFY THAT THIS PLAT IS IN CONFORMANCE WITH CITY CODE AND THE REQUIREMENT IMPOSED BY THE CITY COUNCIL AND IS HEREBY APPROVED FOR RECORDING.

ROBERT S. PAULS, PE - CITY ENGINEER

IDAHO PE #10039

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND

DEDICATION HAVE BEEN PAID THROUGH _____, 20____.

DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEWS BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING CITY OF POST FALLS AND EAST GREENACRES IRRIGATION DISTRICT AND THE QLPEs' APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSION OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DATED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

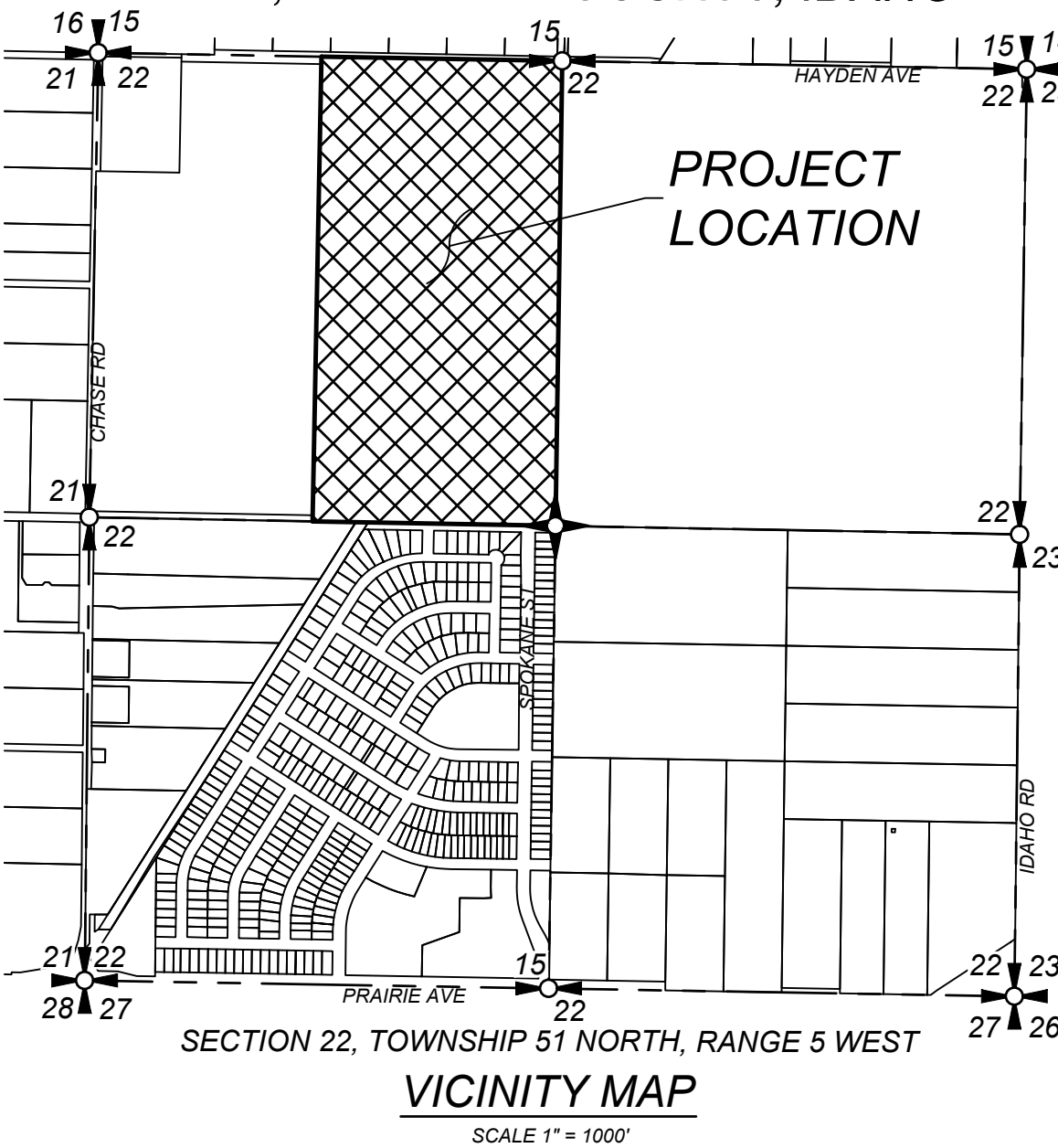
DATED THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

I, WAYNE A. LOCKMAN, PROFESSIONAL LAND SURVEYOR #20549, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF CROWN RESERVE IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS. ALL INTERIOR CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR BEFORE ONE YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1303.

WAYNE A. LOCKMAN

DATE



THOMAS STOESER, MANAGER

DATE

JACKLIN LAND COMPANY LLLP

NOTARY CERTIFICATE

STATE OF _____)

SS

COUNTY OF _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ IN THE YEAR 2025, BY THOMAS STOESER, MANAGER.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON _____

TAGGART JACKLIN, PRESIDENT

DATE

MEDALIST DEVELOPMENT, INC.

NOTARY CERTIFICATE

STATE OF _____)

SS

COUNTY OF _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ IN THE YEAR 2025, BY TAGGART JACKLIN, PRESIDENT.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON _____

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT JACKLIN LAND COMPANY LLLP, AN IDAHO LIMITED LIABILITY LIMITED PARTNERSHIP AND MEDALIST DEVELOPMENT, INC. AND IDAHO CORPORATION, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS CROWN RESERVE, BEING A PORTION OF THE NORTHWEST QUARTER, LYING IN SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER SECTION CORNER OF SAID SECTION 22, BEING A 3.25 INCH ALUMINUM CAP MARKED "PLS 4182" PER CP&F INSTRUMENT NUMBER 2748490000, RECORDS OF KOOTENAI COUNTY, IDAHO, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 22 BEING A 5/8 INCH REBAR WITH NO CAP PER CP&F INSTRUMENT NUMBER 1869665, RECORDS OF KOOTENAI COUNTY, IDAHO, BEAR, NORTH 88°56'53" WEST 2658.11 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST CORNER OF SAID SECTION 22, NORTH 88°58'58" WEST 1385.51 FEET TO THE EAST LINE OF A PARCEL OF LAND AS DESCRIBED IN A WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2736221000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE LEAVING THE SOUTH LINE OF SAID NORTHWEST QUARTER AND ALONG SAID EAST LINE, NORTH 01°06'15" EAST 2648.37 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE, SOUTH 88°58'58" EAST 1372.70 FEET TO THE NORTH QUARTER OF SAID SECTION 22;

THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°49'38" WEST 2649.22 FEET THE THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINING 83.860 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER DISPOSAL IS PROVIDED BY THE CITY OF POST FALLS;

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY EAST GREENACRES IRRIGATION DISTRICT;

RIGHTS-OF-WAY AS SHOWN HEREON, AND KNOWN AS BALMORAL DRIVE, BODINE AVENUE, COLOGNE STREET, HARMON AVENUE, HAYDEN AVENUE, KILKENNY DRIVE, ROCHESTER AVENUE, AND SPOKANE STREET ARE HEREBY DEDICATED TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS;

NO DIRECT VEHICULAR ACCESS TO OR FROM LOTS 8 AND 9 BLOCK 2, LOTS 1 THROUGH 10 BLOCK 3, LOTS 3 AND 4 BLOCK 5, LOTS 9 AND 10 BLOCK 6, LOTS 17 THROUGH 33 BLOCK 7, AND LOTS 2 THROUGH 7 BLOCK 8 TO SPOKANE STREET WILL BE ALLOWED;

NO DIRECT VEHICULAR ACCESS TO OR FROM LOTS 11 THROUGH 20 BLOCK 1 AND LOTS 9 THROUGH 17 BLOCK 2 TO BODINE AVENUE WILL BE ALLOWED;

SIDEWALK, UTILITY AND DRAINAGE EASEMENTS, AS SHOWN HEREON, ADJACENT TO ALL DEDICATED RIGHTS-OF-WAY AS SHOWN, ARE HEREBY GRANTED TO THE CITY OF POST FALLS;

A SANITARY SEWER AND ACCESS EASEMENT IS HEREBY GRANTED TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS ALONG THE BACK OF LOTS 1 THROUGH 10 BLOCK3, LOTS 1 THROUGH 33 BLOCK 7, LOTS 2 THROUGH 11 BLOCK 8, AND LOTS 1 THROUGH 13 BLOCK 9, INCLUDING ACROSS TRACTS B, D, E, J, K,L, AND M, AS SHOWN ON THE FACE OF THE PLAT;

UTILITY AND ACCESS EASEMENTS ALONG THE BACK OF TRACT A, LOTS 1 THROUGH 20 BLOCK 1, LOTS 1 THROUGH 17 BLOCK 2, LOTS 1 THROUGH 10 BLOCK 3, LOTS 1 THROUGH 33 BLOCK 7, LOTS 1 THROUGH 13 BLOCK 8, AND LOTS 1 THROUGH 11 BLOCK 9, AS SHOWN HEREON ARE GRANTED TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS;

LOTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS RECORDED UNDER INSTRUMENT NO. _____, RECORDS OF KOOTENAI COUNTY, REQUIREMENTS OF THE CROWN RESERVE HOMEOWNERS ASSOCIATION, INC., TOGETHER WITH ANY AND ALL AMENDMENTS MADE THEREAFTER;

A HOMEOWNERS ASSOCIATION (HOA) SHALL BE FORMED TO MAINTAIN THE RIGHT-OF-WAY FRONTAGE ALONG THE WEST SIDE BALMORAL DRIVE AND ALONG ALL OPEN SPACE TRACTS EXCEPT TRACT H. MAINTENANCE SHALL INCLUDE ALL LANDSCAPING, IRRIGATION, AND REMOVAL OF SNOW FROM SIDEWALKS AND TRAILS;

STORM WATER AND ACCESS EASEMENTS ALONG THE BACK OF LOTS 1 THROUGH 20 BLOCK 1, LOTS 1 THROUGH 17 BLOCK 2, LOTS 1 THROUGH 10 BLOCK 3, LOTS 1 THROUGH 33 BLOCK 7, LOTS 1 THROUGH 13 BLOCK 8, AND LOTS 1 THROUGH 11 BLOCK 9, AS SHOWN HEREON ARE GRANTED TO THE HOME OWNERS ASSOCIATION, MAINTENANCE OF THE ALLEYS INCLUSIVE OF SNOW REMOVAL, PAVEMENT, AND DRAINAGE STRUCTURE IS THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION;

TRACTS A, B, C, D, E, F, G, J, K, L, AND M ARE DEDICATED TO THE HOMEOWNERS ASSOCIATION VIA SEPARATE INSTRUMENT;

IRRIGATION AND MAINTENANCE OF LANDSCAPING WITHIN TRACTS A, B, C, D, E, F, G, J, K, L, AND M SHALL BE RESPONSIBILITY OF THE HOMEOWNER ASSOCIATION;

TRACT H IS RESERVED FOR A PARK AND SHALL BE DEEDED TO THE CITY OF POST FALLS VIA SEPARATE INSTRUMENT;

THE 21-FOOT-WIDE SEWER EASEMENT ON TRACT H IS HEREBY DEDICATED TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS;

A NO BUILD AREA IN TRACT H HAS BEEN ESTABLISHED, AS DEPICTED ON SHEET 4 OF THE PLAT, DUE TO THE PRESENCE OF UNSUITABLE SOIL DEPOSITS. PERMANENT STRUCTURES MAY NOT BE LOCATED WITHIN THESE AREAS WITHOUT THE CERTIFICATION OF A PROFESSIONAL ENGINEER. FOR THE PURPOSE OF THIS RESTRICTION, FENCES ARE NOT CONSIDERED STRUCTURES. THE NO BUILD AREA LIMITS ARE MEASURED AS OFFSETS FROM THE SOUTH AND WEST PROPERTY LINES.

THE INGRESS AND EGRESS, DRAINAGE, AND UTILITY EASEMENTS OVER BLOCKS 1, 2, 3, 7, 8, AND 9 AS DEPICTED ON SHEETS 2 AND 3 OF THE PLAT ARE RESERVED FOR THE ADJOINING LOTS;

THE 85-FOOT BY 85-FOOT TEMPORARY TURNAROUND EASEMENT ON KILKENNY DRIVE IS HEREBY DEDICATED TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS AND SHALL AUTOMATICALLY VACATE UPON EXTENSION OF THE PUBLIC RIGHTS-OF-WAY FOR KILKENNY DRIVE.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS MEETING THE REQUIREMENTS OF THE CITY OF POST FALLS SUBDIVISION ORDINANCE. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.

THE CENTERLINE OF HAYDEN AVENUE IS NOT PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 AS NOTED IN RECORDS OF SURVEY REFERENCED AS R-3 AND R-4 ON PAGE 1 OF THIS PLAT. THE CENTERLINE OF HAYDEN AVENUE IS DEPICTED FOR REFERENCE PURPOSES ONLY. THE RIGHT-OF-WAY DEDICATION IN THIS PLAT FOR HAYDEN AVENUE IS MEASURED FROM THE SECTION LINE AND ENCOMPASSES THE THE PRESCRIPTIVE RIGHT-OF-WAY SOUTH OF THE SECTION LINE REFERENCED IN R-3 AND R-4.

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY KOOTENAI COUNTY TITLE COMPANY, DATED JULY 21, 2025. COMMITMENT NUMBER KT-505380.

PLAT BOUNDARY IS BASED ON PUBLIC LAND SURVEY CORNER TIES, THE WARRANTY DEED FILED UNDER INSTRUMENT NUMBER 2951370000, AND PREVIOUS ADJOINING PLAT WORK AS DEPICTED. FOUND CORNER WERE HELD UNLESS OTHERWISE NOTED.

THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-1003 ROBOTIC TOTAL STATION AND TOPCON HIPER VR GNSS BASE UNIT AND RTK ROVER UNIT

PROJ #:	24-3750	CIVIL	 WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99206 PH: 509-893-2617 FAX: 509-926-0227	FINAL PLAT OF CROWN RESERVE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO	SHEET 6 OF 6
DATE:	11/20/25	STRUCTURAL			
DRAFTED BY:	MAS	☒ SURVEYING			JOB NUMBER 24-3750
REVIEWED BY:	WAL	TRAFFIC			
F.B.:	24-3750	PLANNING-			
		LANDSCAPE			
		OTHER			

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: Welk Estates Minor Subdivision Final Plat Approval

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature on the final plat for the Welk Estates Minor Subdivision.

DISCUSSION:

This 2-lot minor subdivision is located at 700 E. Anchor Way. The plat has been reviewed by staff and found to be in conformance with City Standards and the requirements of a minor subdivision.

This was originally one lot with a single family residence and a shop and has been split into two lots and the shop has been made into a shop home on one lot and the original single family home remains on the other.

***Draft plat attached. Mylars to Clerk prior to the meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

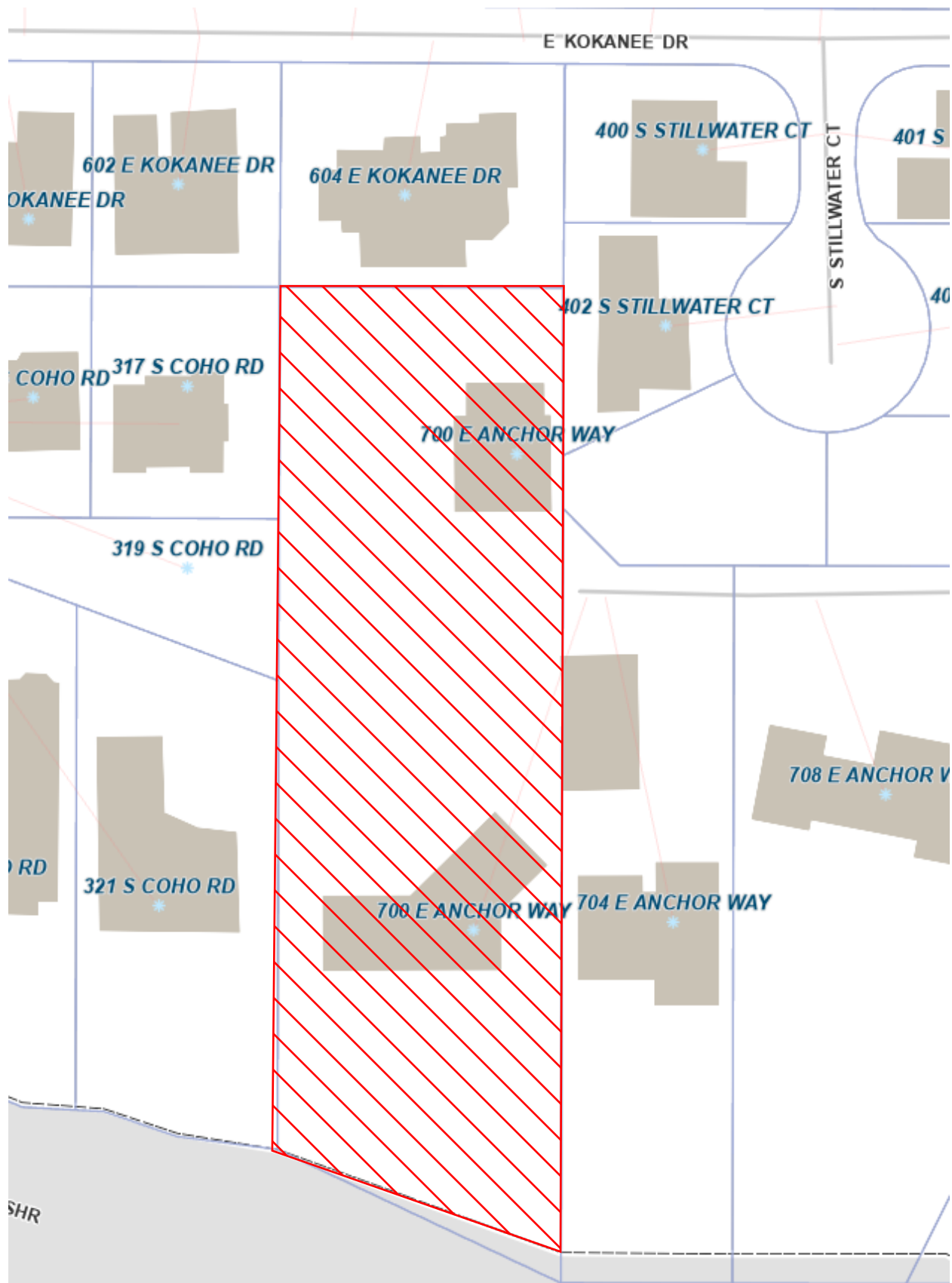
none

BUDGET CODE:

N/A

ATTACHMENTS:

1. Welk Estates Location Map
2. Welk Estates Plat
3. Welk Estates Plat

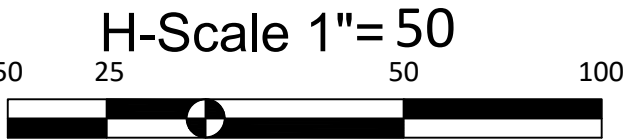
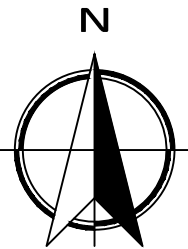


WELK ESTATES LOCATION MAP

WELK ESTATES

BEING THE WEST 125 FEET OF THE SOUTH 436.3 FEET OF LOT 4 BLOCK 8 HEIRS OF MARGARET POST ESTATES IN THE SE 1/4 OF SECTION 3, TOWNSHIP 50 N., RANGE 5 W., BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

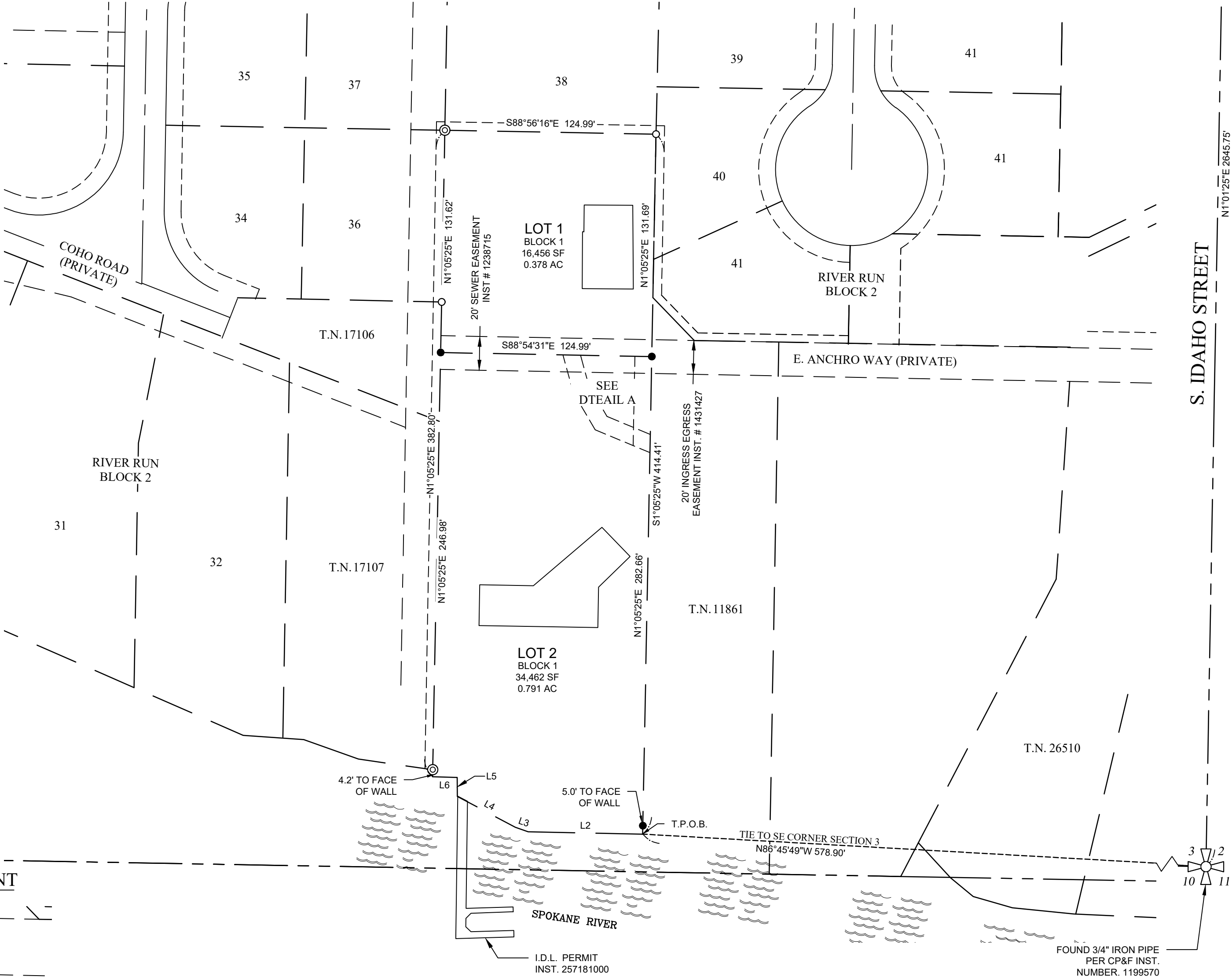
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FEMA BASE FLOOD ELEVATION

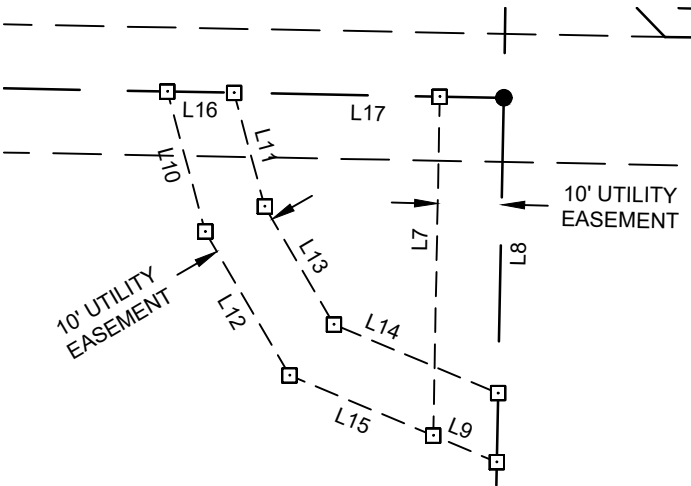
MAP NUMBER 16055C0379E EFFECTIVE DATE MAY 3, 2010 NGVD 88 DATUM:
BASE FLOOD ELEVATION FOR THE PROJECT WILL BE 2130.00 BASED ON THE
KOOTENAI COUNTY FIS STUDY.

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L8	N1°05'25"E	56.87'
L9	S67°18'38"E	10.76'
L10	N15°07'17"W	22.64'
L11	N15°07'17"W	18.39'
L12	N30°23'21"W	26.05'
L13	N30°23'21"W	21.37'
L14	N67°18'38"W	27.79'
L15	N67°18'38"W	35.09'
L16	S88°54'31"E	10.41'
L17	S88°54'31"E	42.14'



DETAIL A UTILITY EASEMENT

SCALE : 1" = 30'



LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 6603, OR AS NOTED
- ⊙ FOUND 5/8" REBAR WITH NO CAP
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ E-W 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- ④ NOTE

NOTES

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS, RECORDED OR UNRECORDED.

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- R-4 PLAT OF "HEIRS OF THE MARGARET POST ESTATE" 1913 RECORDED IN BOOK "C" OF PLAT AT PAGE 111, INSTRUMENT NO. 68262.
- R-4 QUIT CLAIM DEED RECORDED UNDER INSTRUMENT NUMBER 294057000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00007022. A CONVERGENCE ANGLE OF - 00°52'42" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PREPARE A 2 LOT MINOR SUBDIVISION OF PROPERTY PER THE TITLE POLICY NOTED ABOVE IN THE TITLE DOCUMENTS. THE PROPERTY CORNERS HAD BEEN FOUND AND TIED DURING OUR FIELD MEASUREMENTS AND FOUND TO BE IN GOOD CONDITION AND HELD THE FIELD MEASUREMENTS. THE DESCRIPTIONS OF THE MONUMENTS FOUND/HELD ARE AS DEPICTED HEREON.



WELK ESTATES				
700 E. ANCHOR WAY SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED: MAY, 2025	DRAFTED BY: CJJ	PLAT DATE: 11/19/2025	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 25-073 PLAT	CHECKED BY: CJJ	PROJECT No.: 25-073	1 2	

WELK ESTATES

BEING THE WEST 125 FEET OF THE SOUTH 436.3 FEET OF LOT 4 BLOCK 8 HEIRS OF MARGARET POST ESTATES IN THE SE 1/4 OF SECTION 3, TOWNSHIP 50 N., RANGE 5 W., BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT NANCY T. WELK, (FKA NANCY T. RUDOLF), AS HER SOLE AND SEPARATE PROPERTY, HEREBY CERTIFIES THAT SHE OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "WELK ESTATES", SAID PROPERTY DESCRIBED PER QUIT CLAIM DEED RECORDED 06/28/2023 UNDER INSTRUMENT NUMBER 2940570000, RECORDS OF KOOTENAI COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3 BEING A FOUND 3/4 INCH IRON PIPE PER CP&F INSTRUMENT NO. 1199570, RECORDS OF KOOTENAI COUNTY IDAHO. FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 3 BEARS N 01°01'25" E A DISTANCE OF 2645.75 FEET TO A FOUND ALUMINUM CAP MONUMENT PER CP&F INSTRUMENT NO. 1435496; THENCE, N 86°45'49" W A DISTANCE OF 578.90 FEET TO A POINT THAT IS 5.00 FEET SOUTH OF A SET 5/8" REBAR AND PLS 9367 CAP AND THE TRUE POINT OF BEGINNING;

THENCE, ALONG THE FACE OF THE SEA WALL WHICH IS COINCIDENTAL TO THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER, N 88°50' 29" W A DISTANCE OF 67.83 FEET;

THENCE, CONTINUING ALONG THE FACE OF SAID SEA WALL, N 70°34'01" W A DISTANCE OF 8.02 FEET;

THENCE, N 61°56'38" W, A DISTANCE OF 38.87 FEET;

THENCE, N 00°26'37" W, A DISTANCE OF 11.20 FEET;

THENCE, N 88°27'30" W, A DISTANCE OF 14.61 FEET TO A POINT THAT IS S 01°05'25" E A DISTANCE OF 4.20' FROM A FOUND 5/8" REBAR AND NO CAP;

THENCE, LEAVING SAID FACE OF SEA WALL, N 01°05'25" E, A DISTANCE OF 382.80 FEET TO A FOUND 5/8" REBAR AND NO CAP AT THE SW CORNER OF LOT 38 OF RIVER RUN;

THENCE, ALONG THE SOUTH LINE OF SAID LOT 38, S 88°56'16" E A DISTANCE OF 124.99 FEET TO A FOUND 5/8" REBAR AND P.L.S. 6603 CAP AT THE SOUTHEAST CORNER THEREOF;

THENCE, LEAVING SAID SOUTH LINE OF LOT 38 ALONG THE WEST LINE OF LOT 40, S 01°05'25" A DISTANCE OF 414.41 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.169 ACRES, MORE OR LESS.

THE OWNER HEREBY GRANTS A 20 FOOT SHARED INGRESS-EGRESS AND UTILITY EASEMENT THE BENEFIT OF LOTS 1 AND 2 BLOCK 1 OF "WELK ESTATES" WHICH IS COINCIDENTAL TO THAT OF THE 20 FOOT SEWER EASEMENT RECORDED UNDER INSTRUMENT NO. 12387515, RECORDS OF KOOTENAI COUNTY, IDAHO.

SEWER TO BE PROVIDED BY THE CITY OF POST FALLS.

WATER SERVICE TO BE PROVIDED BY THE CITY OF POST FALLS.

NANCY T. WELK, (FKA NANCY T. RUDOLF)

DATE

NOTARY PUBLIC

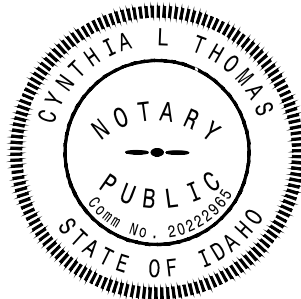
ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF , IN THE YEAR OF 20 , BY NANCY T. WELK (FKA NANCY T. RUDOLF)

NOTARY PUBLIC :

MY COMMISSION EXPIRES : JUNE 7, 2028



PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO, THIS DAY OF , 20 .

CITY OF POST FALLS, MAYOR
RONALD G. JACOBSON

CITY OF POST FALLS, CLERK
SHANNON HOWARD

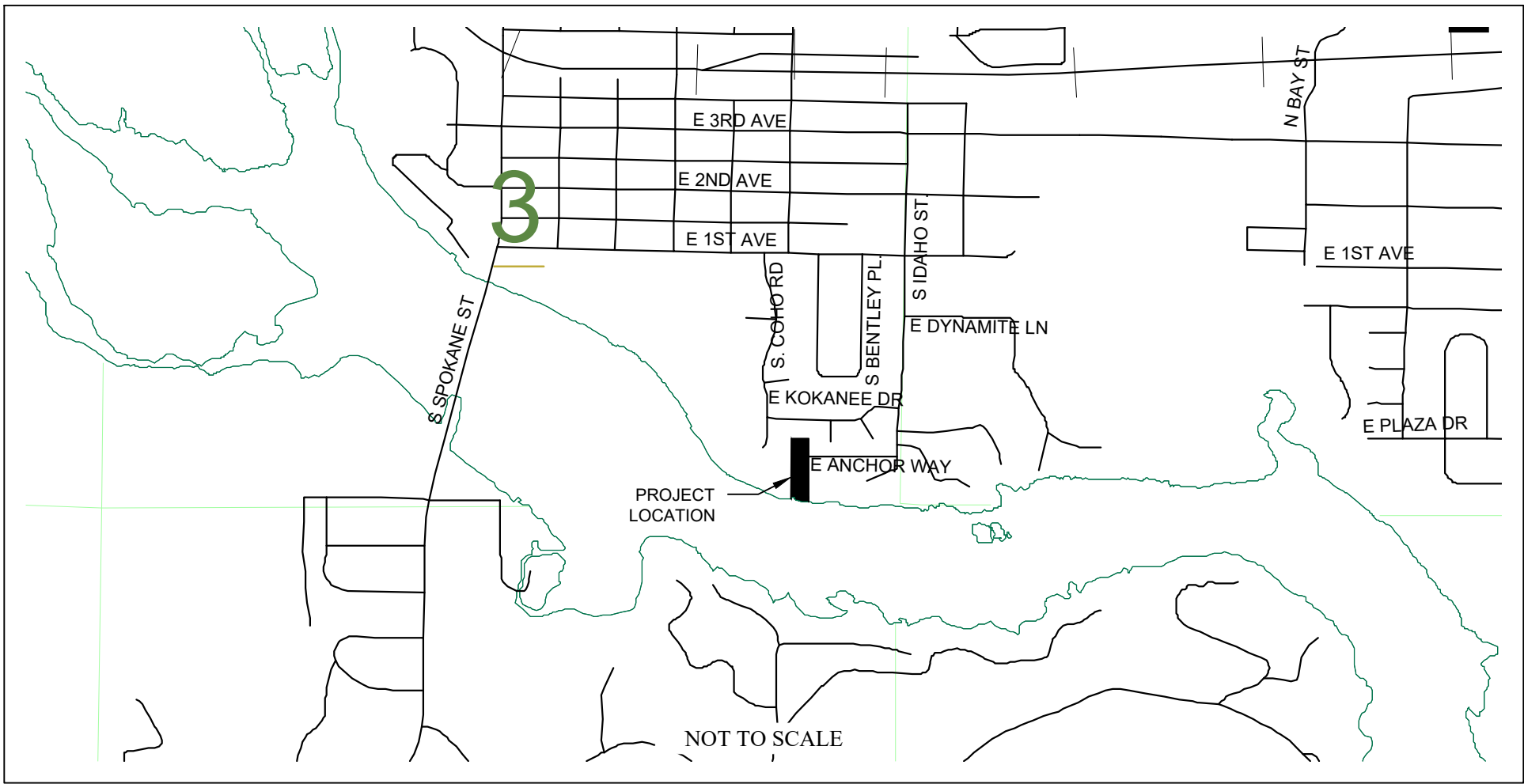
CITY ENGINEER APPROVAL

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT, THIS DAY OF , 20 .

ROBERT S. PALUS, P.E.
CITY OF POST FALLS, ENGINEER

PE #10039

VICINITY MAP



RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS DAY OF , 20 ,

AT M. AND DULY RECORDED IN BOOK OF PLATS AT PAGE(S) AND UNDER INSTRUMENT NO. AT THE REQUEST

OF .

KOOTENAI COUNTY CLERK

DEPUTY CLERK

FEE PAID

TREASURER'S CERTIFICATE

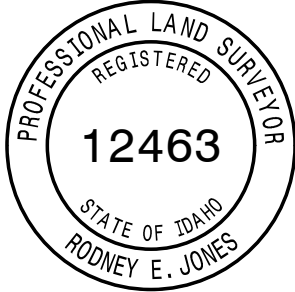
I HEREBY CERTIFY THIS DAY OF , 20 , THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS DAY OF , 20 .

RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367

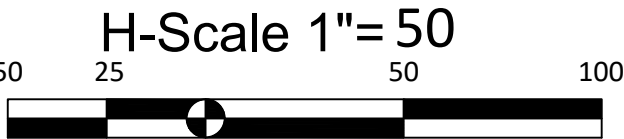
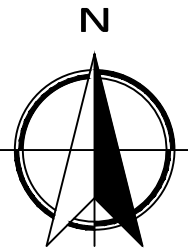
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	WELK ESTATES				
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	DATE SURVEYED: MAY, 2025	DRAFTED BY: CJ	PLOT DATE: 11/19/2025	SHEET	
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P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com					

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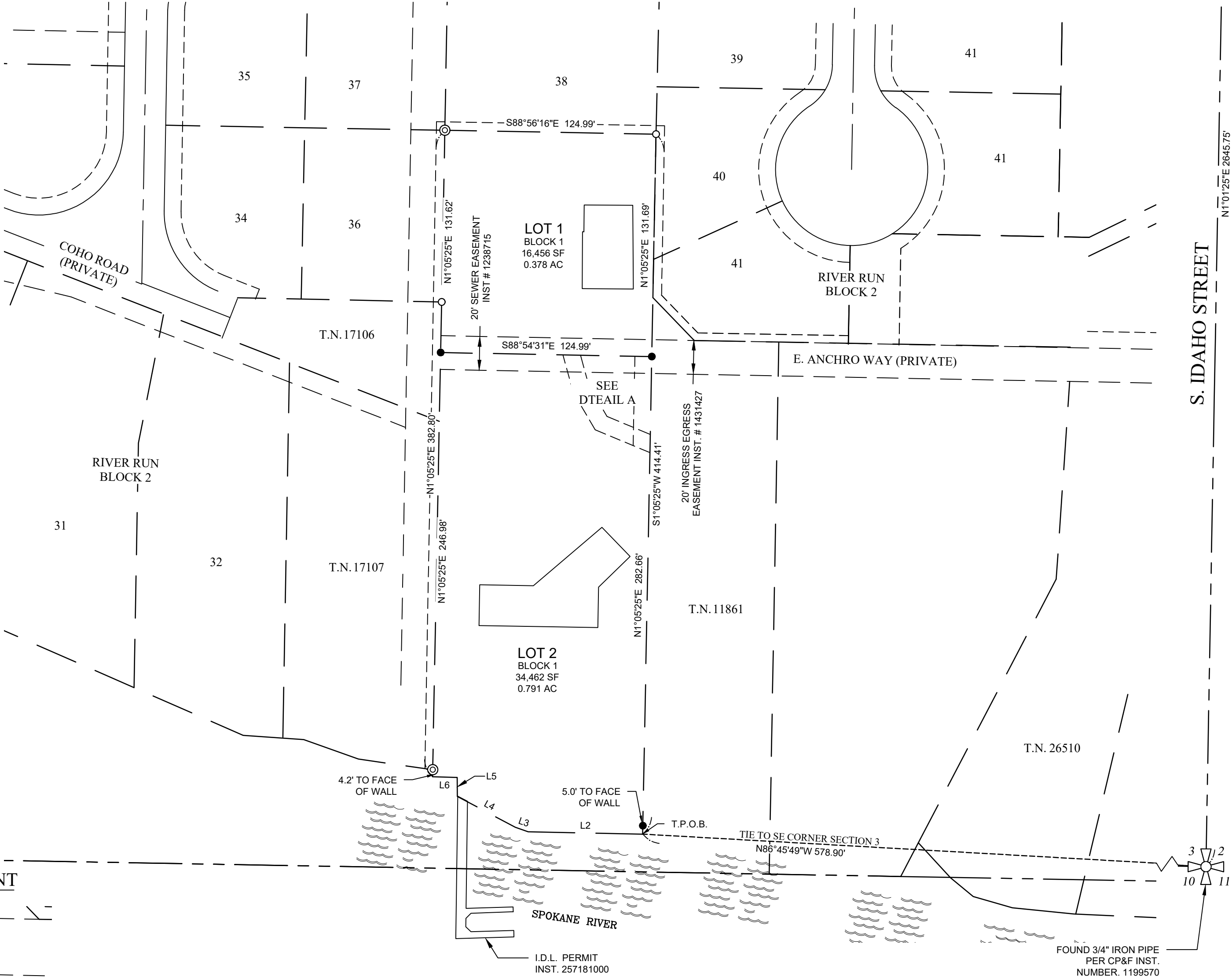
BOOK	PAGE
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FEMA BASE FLOOD ELEVATION

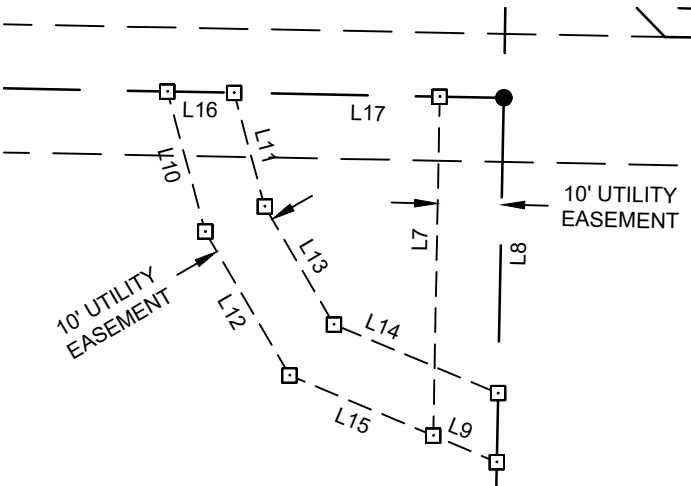
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DETAIL A UTILITY EASEMENT

SCALE : 1" = 30'



LEGEND

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- CALCULATED POSITION, NOTHING FOUND OR SET
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- ⊕ SECTION CORNER AS NOTED
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- R-4 QUIT CLAIM DEED RECORDED UNDER INSTRUMENT NUMBER 294057000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00007022. A CONVERGENCE ANGLE OF - 00°52'42" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PREPARE A 2 LOT MINOR SUBDIVISION OF PROPERTY PER THE TITLE POLICY NOTED ABOVE IN THE TITLE DOCUMENTS. THE PROPERTY CORNERS HAD BEEN FOUND AND TIED DURING OUR FIELD MEASUREMENTS AND FOUND TO BE IN GOOD CONDITION AND HELD THE FIELD MEASUREMENTS. THE DESCRIPTIONS OF THE MONUMENTS FOUND/HELD ARE AS DEPICTED HEREON.



WELK ESTATES				
700 E. ANCHOR WAY SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED: MAY, 2025	DRAFTED BY: CJJ	PLAT DATE: 11/19/2025	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 25-073 PLAT	CHECKED BY: CJJ	PROJECT No.: 25-073	1 2	

WELK ESTATES

BEING THE WEST 125 FEET OF THE SOUTH 436.3 FEET OF LOT 4 BLOCK 8 HEIRS OF MARGARET POST ESTATES IN THE SE 1/4 OF SECTION 3, TOWNSHIP 50 N., RANGE 5 W., BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT NANCY T. WELK, (FKA NANCY T. RUDOLF), AS HER SOLE AND SEPARATE PROPERTY, HEREBY CERTIFIES THAT SHE OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "WELK ESTATES", SAID PROPERTY DESCRIBED PER QUIT CLAIM DEED RECORDED 06/28/2023 UNDER INSTRUMENT NUMBER 2940570000, RECORDS OF KOOTENAI COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3 BEING A FOUND 3/4 INCH IRON PIPE PER CP&F INSTRUMENT NO. 1199570, RECORDS OF KOOTENAI COUNTY IDAHO. FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 3 BEARS N 01°01'25" E A DISTANCE OF 2645.75 FEET TO A FOUND ALUMINUM CAP MONUMENT PER CP&F INSTRUMENT NO. 1435496; THENCE, N 86°45'49" W A DISTANCE OF 578.90 FEET TO A POINT THAT IS 5.00 FEET SOUTH OF A SET 5/8" REBAR AND PLS 9367 CAP AND THE TRUE POINT OF BEGINNING;

THENCE, ALONG THE FACE OF THE SEA WALL WHICH IS COINCIDENTAL TO THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER, N 88°50' 29" W A DISTANCE OF 67.83 FEET;

THENCE, CONTINUING ALONG THE FACE OF SAID SEA WALL, N 70°34'01" W A DISTANCE OF 8.02 FEET;

THENCE, N 61°56'38" W, A DISTANCE OF 38.87 FEET;

THENCE, N 00°26'37" W, A DISTANCE OF 11.20 FEET;

THENCE, N 88°27'30" W, A DISTANCE OF 14.61 FEET TO A POINT THAT IS S 01°05'25" E A DISTANCE OF 4.20' FROM A FOUND 5/8" REBAR AND NO CAP;

THENCE, LEAVING SAID FACE OF SEA WALL, N 01°05'25" E, A DISTANCE OF 382.80 FEET TO A FOUND 5/8" REBAR AND NO CAP AT THE SW CORNER OF LOT 38 OF RIVER RUN;

THENCE, ALONG THE SOUTH LINE OF SAID LOT 38, S 88°56'16" E A DISTANCE OF 124.99 FEET TO A FOUND 5/8" REBAR AND P.L.S. 6603 CAP AT THE SOUTHEAST CORNER THEREOF;

THENCE, LEAVING SAID SOUTH LINE OF LOT 38 ALONG THE WEST LINE OF LOT 40, S 01°05'25" A DISTANCE OF 414.41 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.169 ACRES, MORE OR LESS.

THE OWNER HEREBY GRANTS A 20 FOOT SHARED INGRESS-EGRESS AND UTILITY EASEMENT THE BENEFIT OF LOTS 1 AND 2 BLOCK 1 OF "WELK ESTATES" WHICH IS COINCIDENTAL TO THAT OF THE 20 FOOT SEWER EASEMENT RECORDED UNDER INSTRUMENT NO. 12387515, RECORDS OF KOOTENAI COUNTY, IDAHO.

SEWER TO BE PROVIDED BY THE CITY OF POST FALLS.

WATER SERVICE TO BE PROVIDED BY THE CITY OF POST FALLS.

NANCY T. WELK, (FKA NANCY T. RUDOLF)

DATE

NOTARY PUBLIC

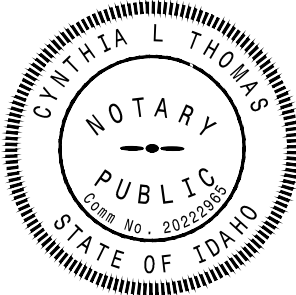
ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF , IN THE YEAR OF 20 , BY NANCY T. WELK (FKA NANCY T. RUDOLF)

NOTARY PUBLIC :

MY COMMISSION EXPIRES : JUNE 7, 2028



PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO, THIS DAY OF , 20 .

CITY OF POST FALLS, MAYOR
RONALD G. JACOBSON

CITY OF POST FALLS, CLERK
SHANNON HOWARD

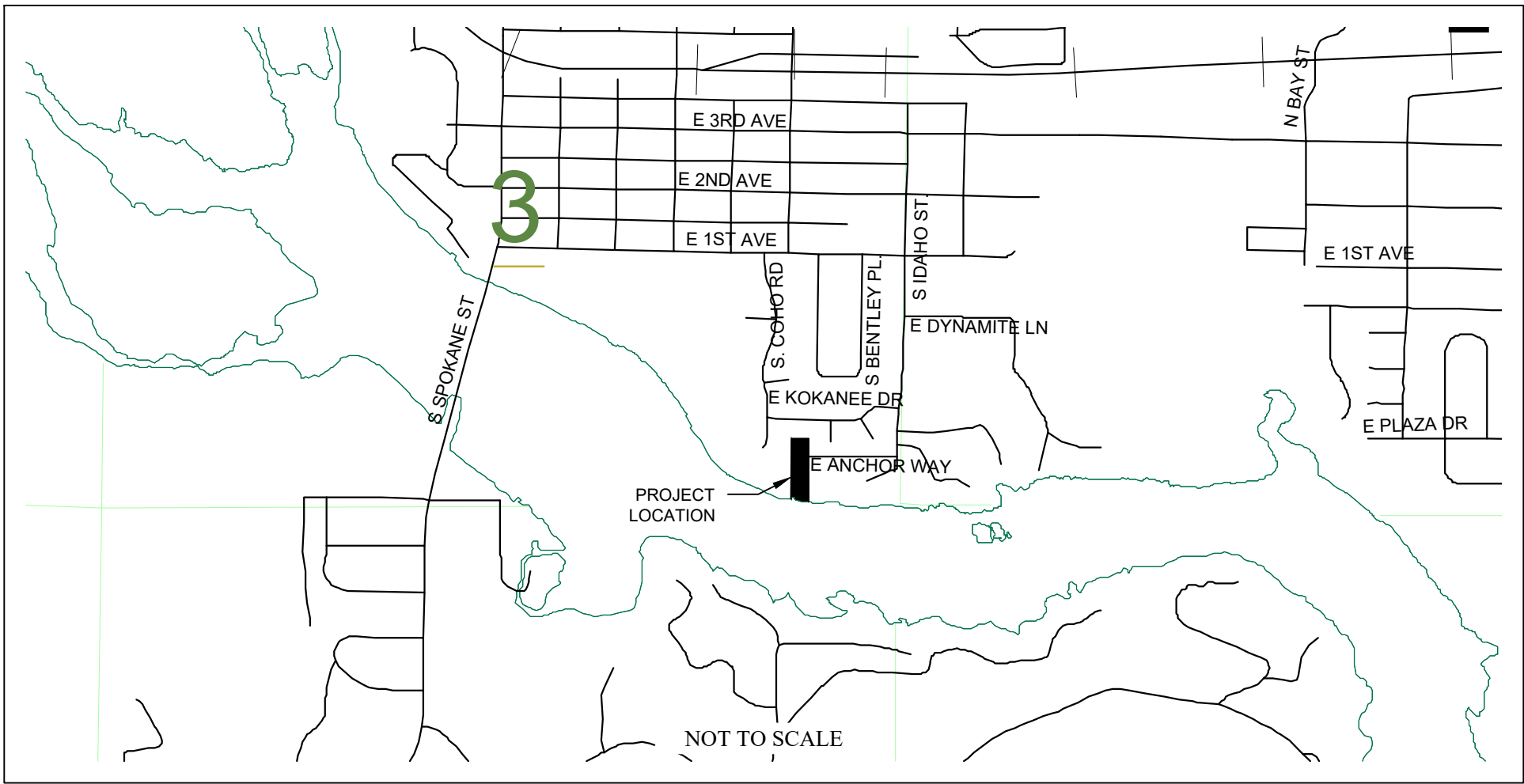
CITY ENGINEER APPROVAL

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT, THIS DAY OF , 20 .

ROBERT S. PALUS, P.E.
CITY OF POST FALLS, ENGINEER

PE #10039

VICINITY MAP



RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS DAY OF , 20 ,

AT M. AND DULY RECORDED IN BOOK OF PLATS AT PAGE(S) AND UNDER INSTRUMENT NO. AT THE REQUEST

OF .

KOOTENAI COUNTY CLERK

DEPUTY CLERK

FEE PAID

TREASURER'S CERTIFICATE

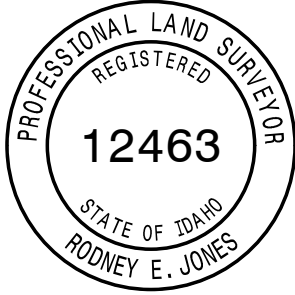
I HEREBY CERTIFY THIS DAY OF , 20 , THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS DAY OF , 20 .

RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367

DATE

	WELK ESTATES				
	700 E. ANCHOR WAY SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO				
	DATE SURVEYED: MAY, 2025	DRAFTED BY: CJ	PLOT DATE: 11/19/2025	SHEET	
	FILE NAME: 25-073 PLAT	CHECKED BY: CJJ	PROJECT No.: 25-073	2 / 2	

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Poleline and Zorros Grant for Rights-of-Way and Easements (ANNX-24-2)

ITEM AND RECOMMENDED ACTION:

This item is the Grants of Rights-of-Way and Easements related to the Poleline and Zorros Annexation, which was approved by the city council following a public hearing on February 18, 2025. Staff requests that the city council review and approve the corresponding Grants of Rights-of-Way and Easements. No presentation is planned on this item.

DISCUSSION:

On February 18, 2025, the city council held a public hearing to consider a request to annex approximately 5.215 acres and associated rights-of-way into the City of Post Falls with Community Commercial Services (CCS) zoning. The site is located on the northwest corner of E. Poleline Ave. and N. Zorros Rd. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved June 3, 2025.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On June 3, 2025, the Development and Annexation Agreement and Reasoned Decision was approved by City Council.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 20251201165437496

GRANT OF RIGHT-OF-WAY
Poleline and Zorros Annexation
E. Poleline Avenue and N. Zorros Road
File No. ANNX-24-2

KNOWN ALL MEN BY THESE PRESENTS, that **Douglass Properties, LLC, a Washington Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

A portion of the East half of Tract 58, Post Falls Irrigated Tracts, according to the plat thereof, recorded in Book C of Plats, at Page 78, records of Kootenai County, Idaho, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30 marked by a 5/8" rebar with no cap per CP&F number 2107363000, Records of Kootenai County, Idaho, from which the Center Quarter Corner marked by a 2-inch aluminum cap per CP&F 2422764000, Records of Kootenai County, Idaho, bears North 01°01'09" East a distance of 2675.33 feet; thence North 86°51'50" West 1323.39 feet to the Southeast corner of said Tract 58 and the

True Point of Beginning;

thence along the North Right-of-Way of Poleline Avenue, North 88°09'46" West 327.51 feet; thence leaving said North Right-of-Way and along the West line of said East half of Tract 58, North 00°59'29" East 25.00 feet;

thence leaving said West line, South 88°09'46" East 239.51 feet;

thence North 46°24'53" East 91.24 feet;

thence North 00°59'33" East 544.19 feet to the North line of said East half of Tract 58;

thence along said North line, South 88°21'38" East 23.00 feet to the West Right-of-Way of Zorros Road;

thence along the said West Right-of-Way, South 00°59'33" West 634.27 feet to the **True Point of Beginning;**

Containing 24,312 Square feet of land, more or less.

As depicted in the attached **Exhibit A-1 and Exhibit A-2.**

TO HAVE AND TO HOLD SUCH EASEMENTS FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2025.

GRANTEE:

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Douglass Properties, LLC

By *Lance Douglass*
Lance Douglass, Governor

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF Washington)
 :ss
County of Spokane)

On this 1 day of December, 2025, before me, a Notary for the State of ^{Washington}~~Idaho~~, personally appeared **Lanzce G. Douglass**, known, or identified to me to be the **Governor** of **Douglass Properties, LLC**, a Washington Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Douglass Properties, LLC** and that he is duly authorized to do the same.

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



Austin J Fuller
Notary Public for the State of WA.
Residing at: Spokane
Commission Expires: 2-23-29

EXHIBIT A-1

Right-of-Way Dedication

A portion of the East half of Tract 58, Post Falls Irrigated Tracts, according to the plat thereof, recorded in Book C of Plats, at Page 78, records of Kootenai County, Idaho, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30 marked by a 5/8" rebar with no cap per CP&F number 2107363000, Records of Kootenai County, Idaho, from which the Center Quarter Corner marked by a 2-inch aluminum cap per CP&F 2422764000, Records of Kootenai County, Idaho, bears North 01°01'09" East a distance of 2675.33 feet;

thence North 86°51'50" West 1323.39 feet to the Southeast corner of said Tract 58 and the **True Point of Beginning**;

thence along the North Right-of-Way of Poleline Avenue, North 88°09'46" West 327.51 feet;

thence leaving said North Right-of-Way and along the West line of said East half of Tract 58, North 00°59'29" East 25.00 feet;

thence leaving said West line, South 88°09'46" East 239.51 feet;

thence North 46°24'53" East 91.24 feet;

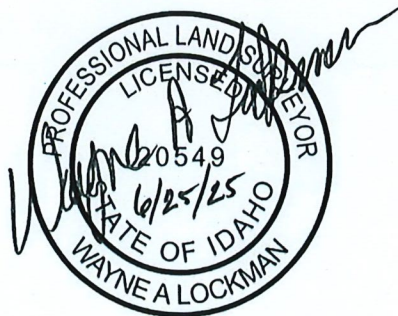
thence North 00°59'33" East 544.19 feet to the North line of said East half of Tract 58;

thence along said North line, South 88°21'38" East 23.00 feet to the West Right-of-Way of Zorros Road;

thence along the said West Right-of-Way, South 00°59'33" West 634.27 feet to the **True Point of Beginning**;

Containing 24,312 Square feet of land, more or less.

As depicted on Exhibit A-2.



GRANT OF EASEMENT
Poleline and Zorros Annexation
E. Poleline Avenue and N. Zorros Road
File No. ANN-24-2

KNOW ALL MEN BY THESE PRESENTS, that **Douglass Properties, LLC**, a **Washington Limited Liability Company**; herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

A portion of the East half of Tract 58, Post Falls Irrigated Tracts, according to the plat thereof, recorded in Book C of Plats, at Page 78, records of Kootenai County, Idaho, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30 marked by a 5/8" rebar with no cap per CP&F number 2107363000, Records of Kootenai County, Idaho, from which the Center Quarter Corner marked by a 2-inch aluminum cap per CP&F 2422764000, Records of Kootenai County, Idaho, bears North 01°01'09" East a distance of 2675.33 feet; thence North 86°51'50" West 1329.39 feet to the Southeast corner of said Tract 58; thence along the North Right-of-Way of Poleline Avenue, North 88°09'46" West 327.51 feet; thence leaving said North Right-of-Way and along the West line of said East half of Tract 58, North 00°59'29" East 25.00 feet to the **True Point of Beginning**; thence continuing along said West line, North 00°59'29" East 15.00 feet; thence leaving said West line, South 88°09'46" East 233.45 feet; thence North 46°24'53" East 85.71 feet; thence North 00°59'33" East 533.09 feet to the North line of said Tract 58; thence along said North line, South 88°21'38" East 10.00 feet; thence leaving said North line, South 00°59'33" West 544.19 feet; thence South 46°24'53" West 91.24 feet; thence North 88°09'46" West 239.51 feet to the **True Point of Beginning**. containing 10,261 Square feet of land, more or less.

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2025.

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Douglass Properties, LLC

By

Lance Douglass
Lance Douglass, Governor

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

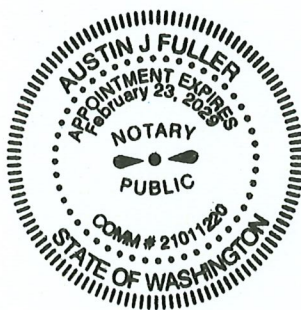
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF Washington)
:ss
County of Spokane)

On this 1 day of December, 2025, before me, a Notary for the State of ^{Washington}~~Idaho~~, personally appeared **Lanzce G. Douglass**, known, or identified to me to be the **Governor** of **Douglass Properties, LLC**, a Washington Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Douglass Properties, LLC** and that he is duly authorized to do the same.

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



Austin J. Fuller
Notary Public for the State of WA.
Residing at: Spokane
Commission Expires: 2-23-29

EXHIBIT B-1

Utility, Sidewalk, Storm Drainage Easement

A portion of the East half of Tract 58, Post Falls Irrigated Tracts, according to the plat thereof, recorded in Book C of Plats, at Page 78, records of Kootenai County, Idaho, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30 marked by a 5/8" rebar with no cap per CP&F number 2107363000, Records of Kootenai County, Idaho, from which the Center Quarter Corner marked by a 2-inch aluminum cap per CP&F 2422764000, Records of Kootenai County, Idaho, bears North 01°01'09" East a distance of 2675.33 feet;

thence North 86°51'50" West 1329.39 feet to the Southeast corner of said Tract 58;

thence along the North Right-of-Way of Poleline Avenue, North 88°09'46" West 327.51 feet;

thence leaving said North Right-of-Way and along the West line of said East half of Tract 58, North 00°59'29" East 25.00 feet to the **True Point of Beginning**;

thence continuing along said West line, North 00°59'29" East 15.00 feet;

thence leaving said West line, South 88°09'46" East 233.45 feet;

thence North 46°24'53" East 85.71 feet;

thence North 00°59'33" East 533.09 feet to the North line of said Tract 58;

thence along said North line, South 88°21'38" East 10.00 feet;

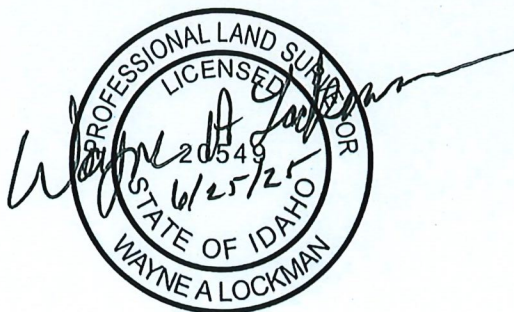
thence leaving said North line, South 00°59'33" West 544.19 feet;

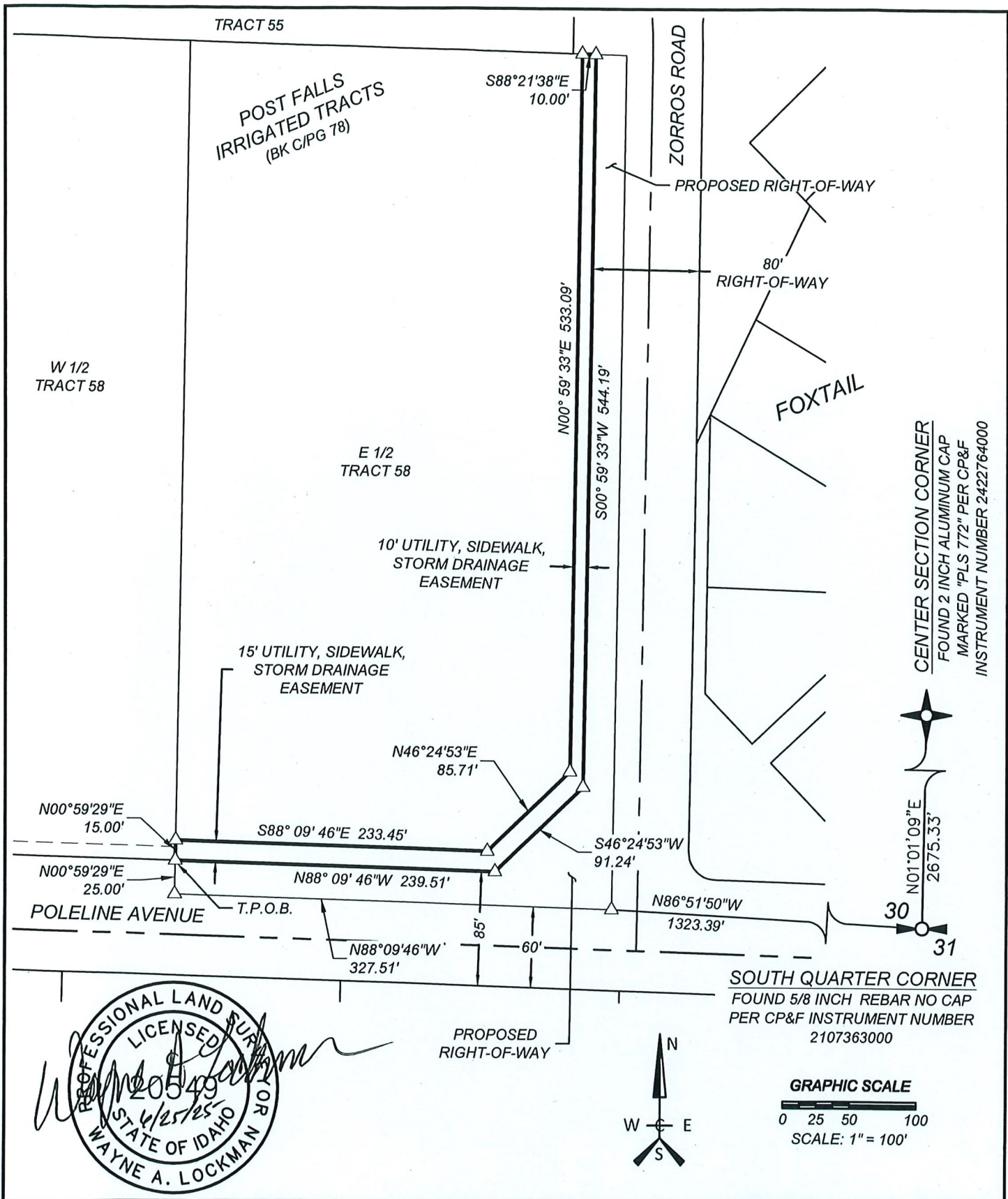
thence South 46°24'53" West 91.24 feet;

thence North 88°09'46" West 239.51 feet to the **True Point of Beginning**.

containing 10,261 Square feet of land, more or less.

As depicted on Exhibit B-2





PROJECT NO.: 23-3546
DATE: 06/25/25
DRAFTED BY: HAB
REVIEWED BY: WAL
SCALE: 1"=100'

S.30 - T.51N. - R.04W. B.M.

EXHIBIT B-2
DEDICATION POLELINE AVENUE
AND ZORROS ROAD
TRACT 42
CITY OF POST FALLS,
KOOTENAI COUNTY, ID

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: McGuire Annexation Reasoned Decision (ANNX-25-4)

ITEM AND RECOMMENDED ACTION:

This item is the final reasoned decision for the McGuire Annexation, which was approved by the city council following a public hearing on December 2, 2025. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

DISCUSSION:

On December 2, 2025, the city council held a public hearing to consider a request to annex approximately 18.11 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning restricted to only detached single family housing. The site is generally located on the southwest corner of North McGuire Road and West Poleline Avenue and north of West Yukon Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached reasoned decision for the city council's review. The city council may approve the reasoned decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the reasoned decision, the motion returning the reasoned decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard the McGuire Annexation request on December 2, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested zone change and directed staff to prepare a final written reasoned decision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 2025.12.16 CC RD McGuire ANNX-25-4

**McGuire Annexation
File No. ANNX-25-4
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Ray Kimball, Whipple Consulting Engineers, on behalf of Prestige EMC, LLC
Wild Horse Investments, LLC, Scott and Patricia Hall and Larry and Rena Weed.

LOCATION: The southwest corner of North McGuire Road and West Poleline Avenue and
north of West Yukon Avenue.

REQUEST: Request to annex approximately 18.11 acres within the City of Post Falls with a
zoning request of Medium Density Residential (R2).

B. RECORD CREATED:

1. A-1 Annexation Application.
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Authorization Letter
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. S-4 Planning & Zoning Minutes
9. S-6 Annexation Agreement
10. PA-1 PFSD Comments
11. PA-2 KCFR Comments
12. PA-3 ITD Comments
13. PA-4 Phillips 66 Comments
14. PA-5 PFHD Comments
15. PA-6 PFHD Comments
16. PA-7 PFHD Comments
17. PA-8 Phillips 66 Comments
18. PC-1 Lakey Comments
19. PC-2 Marhofke Comments
20. PC-3 Tilton Comments
21. PC-4 Lackey Comments
22. PC-5 P. Tilton Comments
23. PC-6 Heinlein Comments
24. PC-7 L. Inzerello Comments
25. PC-8 W. Inzerello Comments
26. PC-9 Blocker Comments
27. PC-10 Blocker Comments
28. PC-11 Vocca Comments
29. CC Staff Report
30. Testimony at the December 2, 2025, City Council public hearing:

The public hearing was noticed correctly and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, as well as City Code section 18.20.060. The meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to allow the applicant and the public to supply testimony and documentation to the City Council in their application of City Code section 18.20.100.

Justin Sauder, Associate Planner

Mr. Sauder presented the McGuire Annexation request, File No. ANNX-25-4. The applicant seeks to annex approximately 18.11 acres of land into the City of Post Falls with a zoning designation of Medium Density Residential (R-2). Mr. Sauder explained that the site, composed of four parcels now consolidated under two ownership entities, Prestige EMC LLC and Wild Horse Investments, is located at the southwest corner of Poleline Avenue and McGuire Road.

The proposal is within a transitional designation on the future land use map, with proximity to infrastructure; its suitability for growth should be assessed in the context of the West Prairie Focus Area. The West Prairie Focus Area identifies this location for mixed residential uses. The site is positioned on two arterial roadways and is within a designated commercial activity node, but considering that Poleline Avenue currently does not have good east-to-west connectivity, the proposed R-2 zoning with the detached single-family restriction may be suitable. Mr. Sauder affirmed that R-2 zoning is consistent with adjacent development trends, including nearby R-1 and R-2 subdivisions to the south. The proposed use is for detached single-family homes, similar to those in the Montrose subdivision to the southeast.

Mr. Sauder detailed that water would be supplied by East Greenacres Irrigation District and wastewater services by the City of Post Falls. The city confirms it has both the capacity and willingness to serve the site at the proposed density. Any existing septic systems would be decommissioned during development. Road and sidewalk improvements will be required, including a potential realignment of Yukon Avenue to provide safer access onto McGuire Rd, rather than the existing conditions, which place the road adjacent to the rail crossing. Mr. Sauder explained that the details of Yukon's realignment would occur at the subdivision stage. He cited consistencies with Comprehensive Plan Goals 1 and 7, including the provision of attainable housing and infrastructure improvements aligned with city needs.

The request did not adversely affect service delivery by other political subdivisions as agency comments were generally neutral, with discussions with the Post Falls Highway District regarding Yukon Avenue alignment and notification of two pipelines in the area. The site plan will accommodate all required safety and design considerations in future subdivision design.

Ray Kimball, Applicant Representative

Mr. Kimball appeared on behalf of Prestige EMC LLC and Wild Horse Investments. He emphasized that the proposed annexation is consolidated, cohesive, and better planned than a previous fragmented request at this intersection, which was previously denied. The applicant proposes R-2 zoning restricted to detached single-family housing, targeting the entry-level homebuyer market. The concept subdivision layout includes realigning Yukon Avenue north to improve safety near the railroad crossing, as suggested by the city and highway district.

Mr. Kimball underscored the development's contribution to pedestrian connectivity, including the completion of sidewalk infrastructure from Poleline southward to the railroad tracks. He emphasized that this area, while not technically an island, is almost entirely surrounded by city limits and urbanized parcels, making it a logical candidate for infill growth. He referenced Comprehensive Plan goals related to pedestrian mobility, infill development, and housing supply, and argued that R-2 detached single-family homes represent a suitable and needed housing product. Additionally, he noted that annexation allows the city to secure road rights-of-way and infrastructure improvements without

burdening future taxpayers. Cost estimates for these improvements now exceed \$670,000 and are projected to surpass \$830,000 by 2035 if delayed.

The applicant addressed concerns about affordability and ownership by noting the intent to keep housing attainable by spreading infrastructure costs across more lots, thereby lowering per-unit land costs. While he could not guarantee age or owner-occupancy restrictions, the development targets homebuyers and owner-occupied housing. Mr. Kimball emphasized the importance of providing opportunities for the next generation of residents to live in Post Falls and advocated for growth that meets community needs without overburdening existing infrastructure.

The hearing was opened for public comment.

In Favor:

McKenna Snyder submitted written testimony supporting the annexation, citing the need for coordinated, city-led development to provide affordable housing and sustainable infrastructure. She emphasized the value of responsible growth for long-term community stability.

Wade Jacklin spoke in favor as a local resident and co-applicant, highlighting the effort to unify four properties for coherent development. He noted safety improvements to Yukon Avenue, aesthetic enhancements, and the need for affordable, downsized housing for retirees and young families.

Nicole Jacklin submitted written support, stating that the project was well-planned and would enhance the city's appearance while providing needed housing.

John Rudebaugh supported the project, emphasizing benefits to affordability and job creation. He praised the developers' efforts to align with community needs and replicate the Montrose-style neighborhood.

Darren Ducote submitted written testimony in favor, stressing the region's housing shortage and the importance of supporting local trades and employment through development. He noted the economic and social sustainability the project could bring.

Jason Knox expressed support as a young professional concerned about housing affordability for those that would like to remain in this area. He cited data from the University of Idaho on the economic impacts of the housing shortage and urged approval to retain workforce and small businesses.

Chris Meyer supported the annexation both as a long-term community member and commercial developer. He discussed the impact of housing shortages on employee retention and called for supply-side solutions aligned with the city's long-term planning goals.

Andrew Rogers voiced support and stated the proposal was aligned with community needs. He deferred to the thorough presentations made prior.

Jeremy Voeller was listed as supporting but did not speak.

Neutral: None

Opposed:

Clydene Blocker submitted written testimony opposing the project due to its inconsistency with surrounding properties, the leapfrog development pattern that could landlock existing farmlands, and safety concerns related to an unreported high-pressure natural gas pipeline. Additional concerns include conflicts between new residential subdivisions and existing agricultural operations, the need to comply with the county's comprehensive plan, and the need to avoid

unnecessary road expansions, such as the proposed five-lane upgrade to McGuire Road.

Patrick Graham opposed the annexation, questioning the claim of affordability and suggesting the actual cost of homes would be beyond the reach of most local buyers. He expressed concern about the realignment of Yukon Avenue and the long-term viability of the development.

Tamara Dale objected due to the impacts on her agricultural lifestyle and livestock. She argued that the annexation contradicted previous zoning rejections, introduced safety concerns, and would harm the area's rural character.

Gerald Dale opposed the project, citing recent elections and public surveys that reflected residents' resistance to high-density growth. He argued that R2 zoning contradicted the surrounding R1 areas and represented profit-driven, unsustainable growth.

Michael Valentine submitted written testimony in opposition as a Post Falls resident since 1989. He values the rural lifestyle, safety, and quality of life here. The proposed annexation risks replacing these with dense urban development, loss of farmland and nature, and potential increases in crime.

Michael Gardner raised fiscal and environmental objections. He referenced data on long-term maintenance costs, aquifer risks, and stormwater impacts, arguing R2 zoning would burden taxpayers and degrade water quality.

Tammy Dale opposed the development, citing increased traffic, rural degradation, and unaffordability. She warned of out-of-state investment dominance and lack of mid-level housing options.

Jacob Sink opposed due to traffic, train-blocking incidents, and the potential for uncontrolled growth. He questioned whether the city could manage long-term consequences and called for more innovative alternatives.

Richard Heinlein challenged claims that R2 would yield affordability, warning against outside influence and the long-term impact of high-density zoning on aesthetics and infrastructure.

Ashley Tilton disputed claims of affordability and safety, asserting that road widening would disrupt existing properties and that high-density builds would burden infrastructure. She raised concerns about transparency and conflict of interest.

Jennie Beck submitted written opposition, voicing concerns about the loss of rural character, overtaxed infrastructure, and the lack of representation for affected county residents.

True Hibbard (Story Smith Trust) submitted written opposition, asserting that development contradicts the values of prairie living and would destroy open spaces.

Alan Horning, Don Liedel, Rosana Bracken, Micah Joseph Braeken, Mark and Kevin Casson, Adriel Bracken, Don and Cathy Bechtold, Paulette Cooper, Rebecca Ronald, Floyd Mossberg, Hannah Gardner, John Glinski, Cheryl Mossburgh, and Joe Gillilan submitted written statements opposing the annexation for reasons including traffic impacts, urban sprawl, property value concerns, infrastructure stress, and the erosion of rural lifestyle.

Rebuttal:

Ray Kimball, applicant representative, reiterated that development was inevitable and stressed the city's ability to guide it responsibly through annexation. He noted that utilities and infrastructure were already available and that future homeowners would primarily be local families. He responded to concerns about the train crossing, right-of-way acquisition, and safety, asserting the annexation would

facilitate responsible, city-led development at no taxpayer cost.

Deliberations: After the public hearing was complete, the hearing was closed, and the Council moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code (“PFMC”) § 18.20.100.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The subject property lies within the Transitional future land use designation and the West Prairie Focus Area, which contemplates areas “suitable for growth” with timing determined by availability of infrastructure and compatibility with surrounding uses. Staff testified that R-2 is an implementing zone for this Focus Area and that mixed residential uses, including medium density, are appropriate along arterial corridors and near commercial nodes.

The site is located at the intersection of Poleline Avenue and McGuire Road, both of which are planned arterial corridors. The staff report and testimony explained that the Comprehensive Plan envisions higher residential or commercial intensity along arterials and within/near activity nodes, and that this property lies within/near such a node. Although discussion challenged whether these roads function today as arterials, the City Engineer testified that they are designated as arterials in the Transportation Master Plan and are expected to function as such by 2035.

The Council considered the concerns raised by surrounding county residents who argued that the area remains rural, and that R-1 or R-1-S densities would be more compatible with the existing development pattern. However, the Council weighed these concerns against several key factors. Staff testified that R-2 zoning, when restricted to single-family detached homes, would yield a low-density product similar to the nearby R-1 subdivisions. Additionally, the applicant expressed a commitment to ensure that the development would reflect the detached single-family character of the Montrose area. The Council also noted evidence of multiple recent R-2 annexations immediately to the south, specifically the Lingar and Painted Rock developments, indicating a transition of planned densities in the corridor. Furthermore, the Comprehensive Plan explicitly supports mixed residential and medium-density housing near arterial roadways, reinforcing the rationale for the proposed zoning change.

The Council ultimately determined that the weight of the evidence supports consistency with the Future Land Use Map and the West Prairie Focus Area, because the mapping shows that the surrounding annexed areas create an urban edge, and annexation of contiguous parcels promotes logical boundary expansion consistent with Comprehensive Plan policies. The Council finds the proposed R-2 zone is consistent with the Future Land Use Map and the West Prairie Focus Area and satisfies this criterion.

C2. Is the proposed zoning district consistent with the goals and policies found in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Staff cited Comprehensive Plan Goal 1 (economic and fiscal sustainability) and Goal 7 (providing adequate quantities and types of housing). The staff report and hearing testimony emphasized that R-2 zoning can provide attainable housing options in detached single-family form, including smaller lots that reduce cost barriers. Numerous members of the public testified about the growing lack of attainable starter homes in Post Falls.

Opposing testimony argued that “affordable housing” is not truly achieved by R-2 and that supply increases do not lower prices. However, Council discussed the City’s recently completed housing needs assessment, identifying the lack of starter-level, entry-tier detached housing, and

acknowledged that while R-2 housing may not reach all affordability levels, it meets the need for a more attainable product than larger-lot detached homes.

The Council also received evidence that annexation allows the City to implement its transportation, sewer, and public facility planning in a coordinated manner, supporting policies requiring orderly growth, urban-type development within cities, and efficient infrastructure expansion.

The Council considered various testimonies that expressed concerns about increased traffic congestion, the strain on emergency services, the potential loss of rural character, and conflicts with agricultural uses. In response, the City Engineer testified that there is currently sufficient roadway capacity, and that future widening would be funded through development-driven improvements and impact fees. Emergency service agencies were notified of the proposal, and none indicated an inability to provide adequate service.

A key consideration for the Council was the restriction to single-family detached homes, which preserves a low-density form consistent with the surrounding neighborhood and aligns with Comprehensive Plan goals for attainable housing. Testimony suggesting that the proposal would result in incompatible transitions was countered by evidence indicating that R-2 detached single-family homes align reasonably with the existing Montrose subdivision and approved developments to the south. Concerns that this approval would lead to “opening the prairie” or contribute to “urban sprawl” were weighed against staff explanations that annexation enables the City to plan comprehensively for this corridor and prevents fragmented county-level development. After evaluating the competing evidence, the Council concluded that the proposal advances the community's overall objectives.

The Council finds that the R-2 zone is consistent with applicable Comprehensive Plan goals and policies and satisfies this criterion.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Staff notified all relevant service providers, including Kootenai County Fire & Rescue, Post Falls Highway District, East Greenacres Irrigation District, as well as various North Idaho agencies and pipeline operators.

The staff report states that no agency identified a demonstrable adverse service impact. KCFR submitted no objection. The Post Falls Highway District raised concerns about the Yukon/McGuire intersection. Still, staff and the developer confirmed that these issues will be resolved at subdivision through realignment and design modifications.

Sewer capacity exists within the Montrose Lift Station. Water is supplied via East Greenacres, which has adequate capacity. The Yellowstone pipeline was confirmed not to be on the site; the Northwest pipeline crosses the site but is known and will be integrated into subdivision design, consistent with agency notification requirements.

Opposing testimony raised several concerns, including potential delays in fire response caused by train blockages and the absence of a fire station north of the tracks. Additionally, there were worries about increased traffic on Poleline and Yukon, as well as the impacts on the aquifer from higher-density development. Concerns were also expressed regarding utility outages and water pressure issues in the area.

The City Engineer testified that alternate emergency routes exist, and there have been no train–vehicle incidents at this crossing within the past five years. He further explained that railroad-related improvements are included in the City’s impact-fee-eligible projects and that widening can occur

within existing planking at the crossing. No emergency service provider identified any inability to serve the proposed density.

Regarding aquifer concerns, no agency with jurisdiction provided evidence that the proposed zoning would have an adverse impact, and sewer service (in lieu of septic) would reduce long-term risks to the aquifer.

Opposing testimony was largely generalized and speculative. The Council weighed this against quantified engineering evaluations and the formal responses of service providers. The Council acknowledged the sincerity of the concerns raised by residents. However, testimony from affected political subdivisions, those statutorily charged with deciding their service capacities, was given the most significant weight. Under PPMC 18.20.100(C)(3), the standard is a demonstrable adverse impact, and the responsible agencies identified none.

The Council finds no demonstrable adverse impact upon the delivery of services by any political subdivision.

D. REASONED DECISION OF THE CITY COUNCIL.

During deliberations, the City Council acknowledged the strong public turnout and the sincere concerns expressed by neighboring county residents living outside the City limits. These concerns, rural lifestyle preservation, livestock compatibility, roadway congestion, and emergency access, were carefully considered. However, Council also repeatedly clarified that the annexation criterion requires determining whether annexation is in the best interest of the City of Post Falls, not necessarily whether it aligns with the preferences of residents who live outside the jurisdiction that the City is being asked to extend.

Multiple Councilmembers emphasized that decisions regarding annexation must focus on the City's long-term needs, ensuring cohesive planning and alignment with policy goals. These include considerations for transportation planning, coordinated infrastructure extension, housing needs, and responsible fiscal growth. During discussions, several key factors were highlighted to illustrate how the annexation of the property, which is adjacent to existing city limits and falls within an identified growth area, aligns with adopted planning objectives.

The annexation creates logical and contiguous city boundaries, avoiding fragmented and inefficient development patterns. The property is strategically located along two planned arterial corridors, where the City will eventually need to secure right-of-way, utility corridors, and transportation improvements. By annexing this area at the time of development, the City can ensure that these improvements are funded by growth, preventing the financial burden from falling solely on future taxpayers.

Moreover, the City is anticipating future public facilities north of the site, including the Public Works Operations Center and areas slated for upcoming utility extensions. Thus, annexation supports the City's ability to effectively manage these needs. Annexation grants the City, not the County, the authority to regulate subdivision, road design, pedestrian connectivity, and utility installation. This ensures that growth adheres to City standards, minimizes long-term liabilities, and enhances public safety.

While county residents expressed that the existing rural environment was desirable to them, the Council gave significant weight to the fact that the property owners sought annexation specifically to develop urban-level lots with urban services, development that the County is not structured to accommodate.

Several Councilmembers stressed that the Council cannot base the annexation decision on whether development is preferred or opposed generally; the decision must rest on whether annexation

REASONED DECISION

enables the city to manage growth responsibly, implement adopted plans, and serve the best interests of Post Falls as a whole.

After weighing the evidence, the Council concluded that while annexation may not be preferred by county residents adjacent to the site, the best-interest standard must be evaluated from the standpoint of City governance, City taxpayers, City service planning, and City growth management obligations.

Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds that the proposed annexation and zoning designation of Medium Density Residential (R-2) for the McGuire annexation property is consistent with the Post Falls Comprehensive Plan and applicable review criteria.

The City Council hereby approves the applicant's request for annexation contingent upon the applicant entering a Development Agreement that includes a restriction to single-family detached housing for residential development.

Date

Mayor

Attest

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Justin Sauder, Associate Planner

SUBJECT: McGuire Annexation and Development Agreement (ANNX-25-4)

ITEM AND RECOMMENDED ACTION:

This item is the Annexation and Zoning Agreement related to the McGuire Annexation, which was approved by the city council following a public hearing on December 2, 2025. Staff requests that the city council review and approve the corresponding Development Agreement. No presentation is planned on this item.

DISCUSSION:

On December 2, 2025, the city council held a public hearing to consider a request to annex approximately 18.11 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning. The site is located on the southwest corner of North McGuire Road and West Polieline Avenue. Staff has prepared the attached Development and Annexation Agreement to correspond with the McGuire Annexation. The annexation agreement limits development on the site to single-family detached residential and accessory uses.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the McGuire Annexation (ANNX-25-4) request on December 2, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and attached is the required Development and Annexation Agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. McGuire Signed Annexation Agreement

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

McGuire Annexation

(File No. ANNX-25-4)

THIS AGREEMENT is made this _____, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Prestige EMC LLC, 2468 Poleline Avenue, Post Falls, ID 83854, and Wild Horse Investments, LLC, 14899 West Stub Avenue, Rathdrum, ID 83858

WHEREAS, Prestige EMC LLC, and Wild Horse Investments, LLC, (hereinafter the “Owners”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owners wish to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit “A”; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owners performing the covenants and conditions in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owners enter into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owners acknowledge that City has no duty to annex the Property and that the promises of Owners contained in this Agreement are an inducement for City to do so. The term “Owners” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located 2177 N. McGuire Road and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owners agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owners agree to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street

trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owners agree that all laws, standards, policies, and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owners fail to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owners consent to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owners waive, on behalf of themselves and their successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owners agree that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. s agree to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owners agree that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owners agree to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owners agree to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owners agree that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owners understand and agree that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owners agree to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owners may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owners

requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owners will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owners agree to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owners agree to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owners request connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owners, the Owners is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owners shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owners are solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owners acknowledge that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owners agree on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owners agree that the City will determine the appropriate main size based on adopted City master plans and may require the Owners to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owners may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.5. Garbage Collection: The Owners agree that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owners will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owners agree to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owners will grant a 15-foot wide easement along Poleline Avenue to include utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owners will dedicate additional rights-of-way along Poleline Avenue for a total half-road right of way width of 55-feet measured from the section line in Poleline Avenue.
- 4.1.3. By grant of easement in a form acceptable to the City, Owners will grant a 15-foot wide easement along McGuire Road to include utilities, sidewalks, and storm drainage.
- 4.1.4. By grant of right-of-way in a form acceptable to the City, Owners will dedicate additional rights-of-way along McGuire Road for a total half-road right of way width of 55-feet measured from the section line in McGuire Road.
- 4.1.5. At the time of development, the Owners shall complete full roadway improvements, constructing a 32-foot-wide local road to include the roadway, sidewalks, swales, curb and gutter, along both sides of Yukon Avenue for the approximately 280 feet of roadway from McGuire Road and running parallel to the railroad.
- 4.2. No Impact Fee for Dedication: Owners agree that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owners waive, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code § 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1. Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owners agree to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy, environment for community and for future users of the Property. Specifically, Owners agree to comply with the following standards:
- 5.1.1. Residential Unit Type: All development within the Property shall be limited to single-family detached homes and their incidental uses only.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owners' Consideration: In addition to other consideration contained in this Agreement, Owners agree to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owners, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owners agree to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owners desire to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owners agree that in the event a plat is necessary, Owners will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owners agree that in the event the Owners fail to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owners waive, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owners to Hold City Harmless: The Owners further agree it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and

damages that arise, may arise, or are alleged, because of the Owners' development, operation, maintenance, and use of the Property. Owners further agree to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owners agree this Agreement will be recorded by the City at the Owners' expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owners agree to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owners agree, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owners waive, on behalf of itself and its successors in interest, any and all claims Owners may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owners are binding upon the Owners and Owners' heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or

misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owners has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

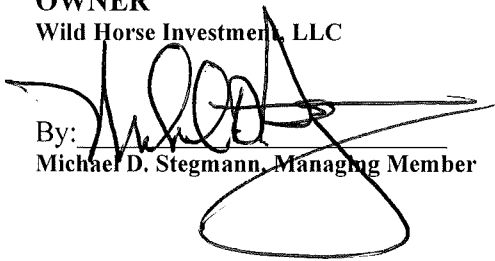
CITY OF POST FALLS

OWNER
Prestige EMC, LLC

By: _____
Ronald G. Jacobson, Mayor

By: _____
Paul A. Elfers, Managing Member

Attest: _____
Shannon Howard, City Clerk

OWNER
Wild Horse Investments, LLC
By:  _____
Michael D. Stegmann, Managing Member

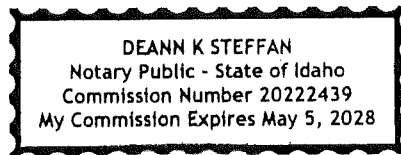
State of Idaho)

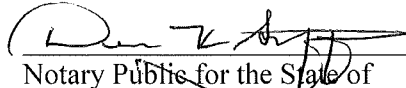
:SS

County of Kootenai)

This record was acknowledged before me on before me on 11/20/25 by **Michael D. Stegmann**, as **Managing Member of Wild Horse Investment, LLC**.

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




Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

(Stamp above)

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

OWNER
Prestige EMC, LLC

By: 
Paul A. Elfers, Managing Member

OWNER
Wild Horse Investment, LLC

By: _____
Michael D. Stegmann, Managing Member

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

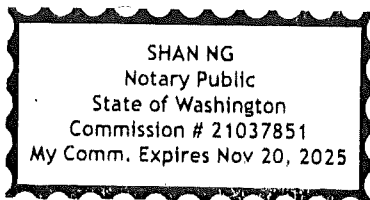
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

State of Washington)
 :ss
County of Pierce)

This record was acknowledged before me on before me on 11/19/25 by **Paul A. Elfers** , as **Managing Member of Prestige EMC, LLC.**

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



(Stamp above)

Shan NG
Notary Public for the State of WA
Residing at: Pierce County
Commission Expires: NOV 20, 2025

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Justin Sauder, Associate Planner

SUBJECT: McGuire Annexation Grants of Rights-of-Way and Easements (ANNX 25-4)

ITEM AND RECOMMENDED ACTION:

This item is the Grants of Rights-of-Way and Easements related to the McGuire Annexation, which was approved by the city council following a public hearing on December 2, 2025. Staff requests that the city council review and approve the corresponding Grants of Rights-of-Way and Easements. No presentation is planned on this item.

DISCUSSION:

On December 2, 2025, the city council held a public hearing to consider a request to annex approximately 18.11 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning. The site is located on the southwest corner of North McGuire Road and West Poleline Avenue.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

December 2, 2025 public hearing.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. McGuire Grant of ROW and Easements

GRANT OF RIGHT-OF-WAY
McGuire Annexation
N. McGuire Rd. and Yukon Ave.
File No. ANNX-25-4

KNOWN ALL MEN BY THESE PRESENTS, that **Wildhorse Investments, LLC**, an **Idaho Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

N. McGuire Rd. and Yukon Ave.:

As depicted in the attached **Exhibit A** and **Exhibit B**

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 2025.

GRANTEE:

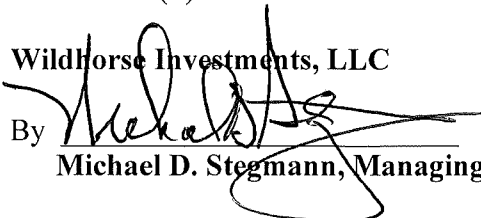
CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Wildhorse Investments, LLC
By 
Michael D. Stegmann, Managing Member

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

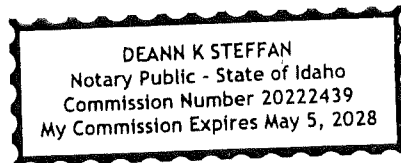
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

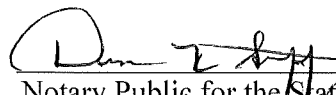
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on Dec. 2, 2025 by **Michael D. Stegmann** as the **Managing Member** of **Wildhorse Investments, LLC**, on behalf of whom the instrument was executed.





Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

EXHIBIT A

WILD HORSE INVESTMENTS, LLC
McGUIRE ROAD ANNEXATION
RIGHT OF WAY DEDICATION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast Corner of said Section 32 marked by a 2" aluminum cap marked "PLS 1969" per CP&F number 2137334000, from which the North Quarter Corner of said Section 32 marked by a 1" diameter pipe Per CP&F number 2889330000 bears North 88°20'09" West a distance of 2637.42 feet;

Thence along the North line of the Northeast 1/4 of said Section 32, North 88°20'09" West a distance of 659.33 feet;

Thence leaving said North line, South 00°37'05" West a distance of 25.00 feet to the South Right of Way line of Poleline Avenue;

Thence along said South Right of Way line South 88°20'09" East a distance of 634.33 feet to the intersection with the West Right of Way line of McGuire Road;

Thence leaving said South Right of Way line, South 00°35'52" West a distance of 318.05 feet along the West Right of Way line of McGuire Road and the **Point of Beginning of this legal description**;

Thence South 00°35'52" West a distance of 567.66 feet along the West Right of Way line of McGuire Road

Thence North 89°24'08" West a distance of 5.00 feet;

Thence South 00°35'52" West a distance of 241.73 feet;

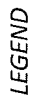
Thence leaving said West Right of Way line, South 61°23'55" West a distance of 28.64 feet;

Thence North 00°35'52" East a distance of 823.92 feet;

Thence South 88°19'41" East a distance of 30.01 feet to the **Point of Beginning of this legal description**;

Said property containing 23,256 square feet, more or less.

RIGHT OF WAY AND EASEMENT DEDICATION
LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



AREA TO BE ANNEXED

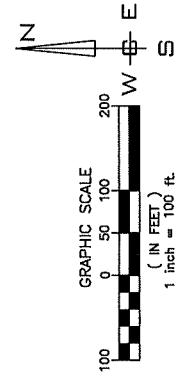
EXISTING CITY LIMITS

PROPERTY LINE

EASEMENT LINE

CENTERLINE

Curve Table				
Curve #	Length	Radius	Delta	Chord Direction



**McGUIRE ROAD
POLELINE TO YUKON
ANNEXATION EXHIBIT**

PROJ #:	25-4061	CIVIL
DATE:	5/20/25	STRUCTURAL
		☒ SURVEYING
		TRAFFIC
		PLANNING
		LANDSCAPE
		OTHER
DRAFTED BY:	RK/WAL	
REVIEWED BY:	RK	



GRANT OF EASEMENT
McGuire Annexation
N. McGuire Rd. and Yukon Ave.
File No. ANNX-25-4

KNOWN ALL MEN BY THESE PRESENTS, that **Wildhorse Investments, LLC**, an **Idaho Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

N. McGuire Rd. and Yukon Ave:

As depicted in the attached **Exhibit A** and **Exhibit B**

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 2025.

GRANTEE:

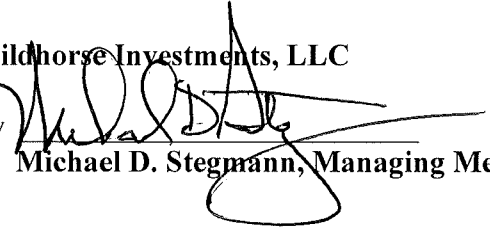
CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Wildhorse Investments, LLC
By 
Michael D. Stegmann, Managing Member

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

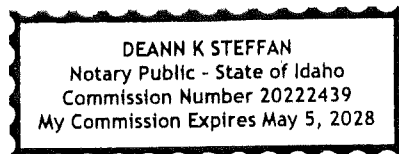
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

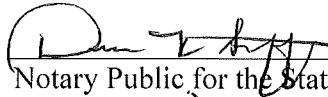
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on Dec 2, 2015 by **Michael D. Stegmann** as the **Managing Member** of **Wildhorse Investments, LLC**, on behalf of whom the instrument was executed.





Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

EXHIBIT A

WILD HORSE INVESTMENTS, LLC
McGUIRE ROAD ANNEXATION
EASEMENT DEDICATION LEGAL DESCRIPTION

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Beginning at the Northeast Corner of said Section 32 marked by a 2" aluminum cap marked "PLS 1969" per CP&F number 2137334000, from which the North Quarter Corner of said Section 32 marked by a 1" diameter pipe Per CP&F number 2889330000 bears North 88°20'09" West a distance of 2637.42 feet;

Thence along the North line of the Northeast 1/4 of said Section 32, North 88°20'09" West a distance of 659.33 feet;

Thence leaving said North line, South 00°37'05" West a distance of 25.00 feet to the South Right of Way line of Poleline Avenue;

Thence along said South Right of Way line South 88°20'09" East a distance of 634.33 feet to the intersection with the West Right of Way line of McGuire Road;

Thence leaving said South Right of Way line, South 00°35'52" West a distance of 318.05 feet along the West Right of Way line of McGuire Road

Thence North 88°19'41" West a distance of 30.01 feet to the **Point of Beginning of this legal description;**

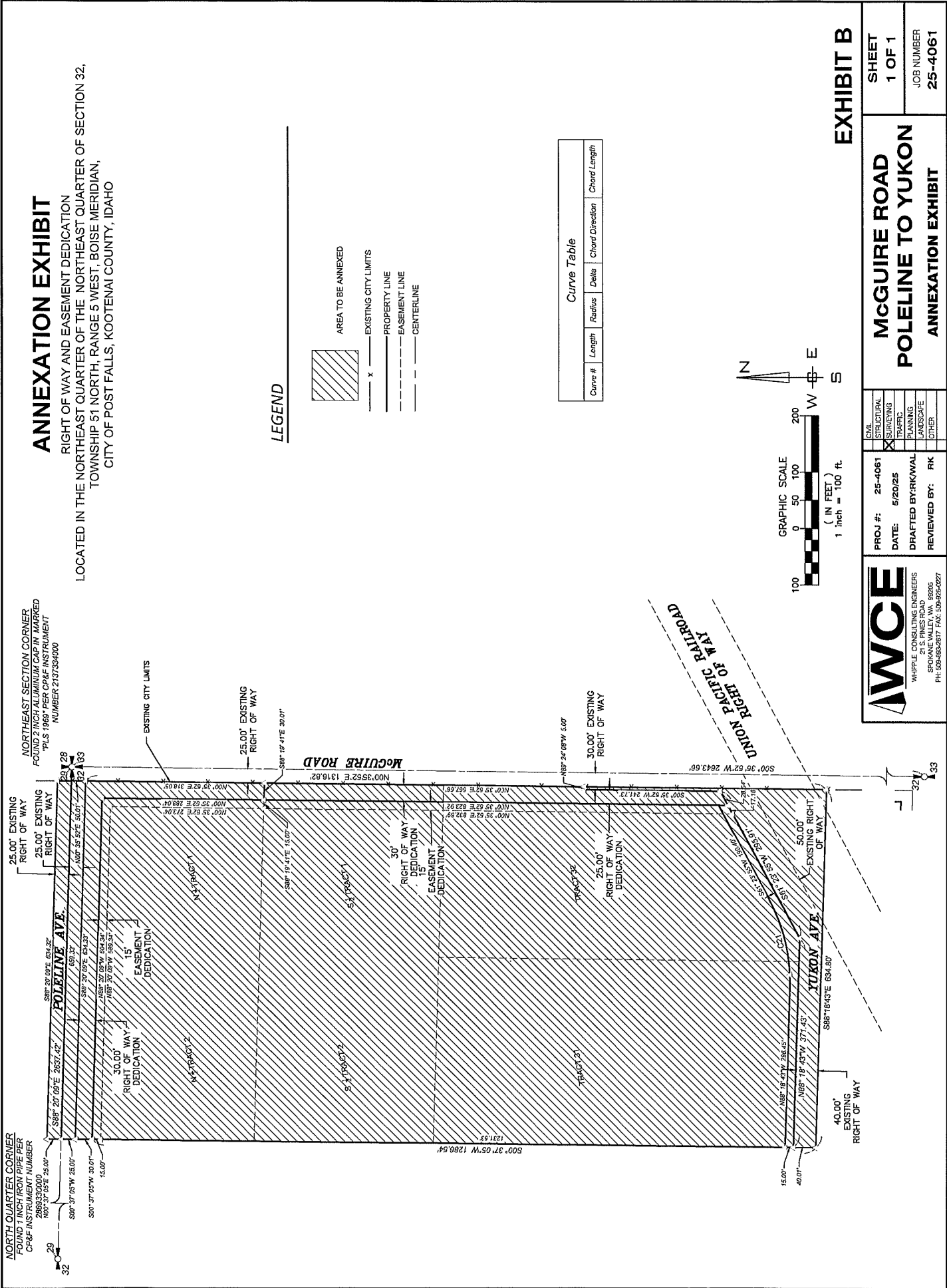
Thence South 00°35'52" West a distance of 823.92 feet;

Thence South 61°23'55" West a distance of 17.18 feet;

Thence North 00°35'52" East a distance of 832.59 feet;

Thence South 88°19'41" East a distance of 15.00 feet to the **Point of Beginning of this legal description;**

Said property 12,424 square feet, more or less.



IWCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPRINGFIELD, IDAHO 83406
PH: 509-485-9817 FAX: 509-496-4227

PROJ #: 25-4061
DATE: 5/20/25
DRAFTED BY: RKM
REVIEWED BY: RKM

CIVIL
SURVEYING
PLANNING
LANDSCAPE
OTHER

**McGUIRE ROAD
POLELINE TO YUKON**

ANNEXATION EXHIBIT

SHEET
1 OF 1

JOB NUMBER
25-4061

GRANT OF RIGHT-OF-WAY
McGuire Annexation
W. Poleline Ave., N. McGuire Rd., and Yukon Ave.
File No. ANNX-25-4

KNOWN ALL MEN BY THESE PRESENTS, that **Prestige EMC, LLC**, a **Washington Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

W. Poleline Ave., N. McGuire Rd., and Yukon Ave.:

As depicted in the attached **Exhibit A** and **Exhibit B**

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 2025.

GRANTEE:

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Prestige EMC, LLC

By 
Paul A. Elfers, Managing Member

State of Idaho)
 : ss
County of Kootenai)

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

State of Idaho)
) ss
County of Boone)

DEANN K STEFFAN
Notary Public - State of Idaho
Commission Number 20222439
My Commission Expires May 5, 2028

Don V. Hays
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

Page 298 of 483

EXHIBIT A

PRESTIGE EMC LLC
McGUIRE ROAD ANNEXATION
RIGHT OF WAY DEDICATION LEGAL DESCRIPTION

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Thence leaving said South Right of Way line, South 00°35'52" West a distance of 318.05 feet along the West Right of Way line of McGuire Road;

Thence leaving said West Right of Way line, North 88°19'41" West a distance of 30.01 feet;

Thence North 00°35'52" East a distance of 288.04 feet;

Thence North 88°20'09" West a distance of 604.34 feet

Thence North 00°37'05" East a distance of 30.01 feet to the **Point of Beginning of this legal description**;

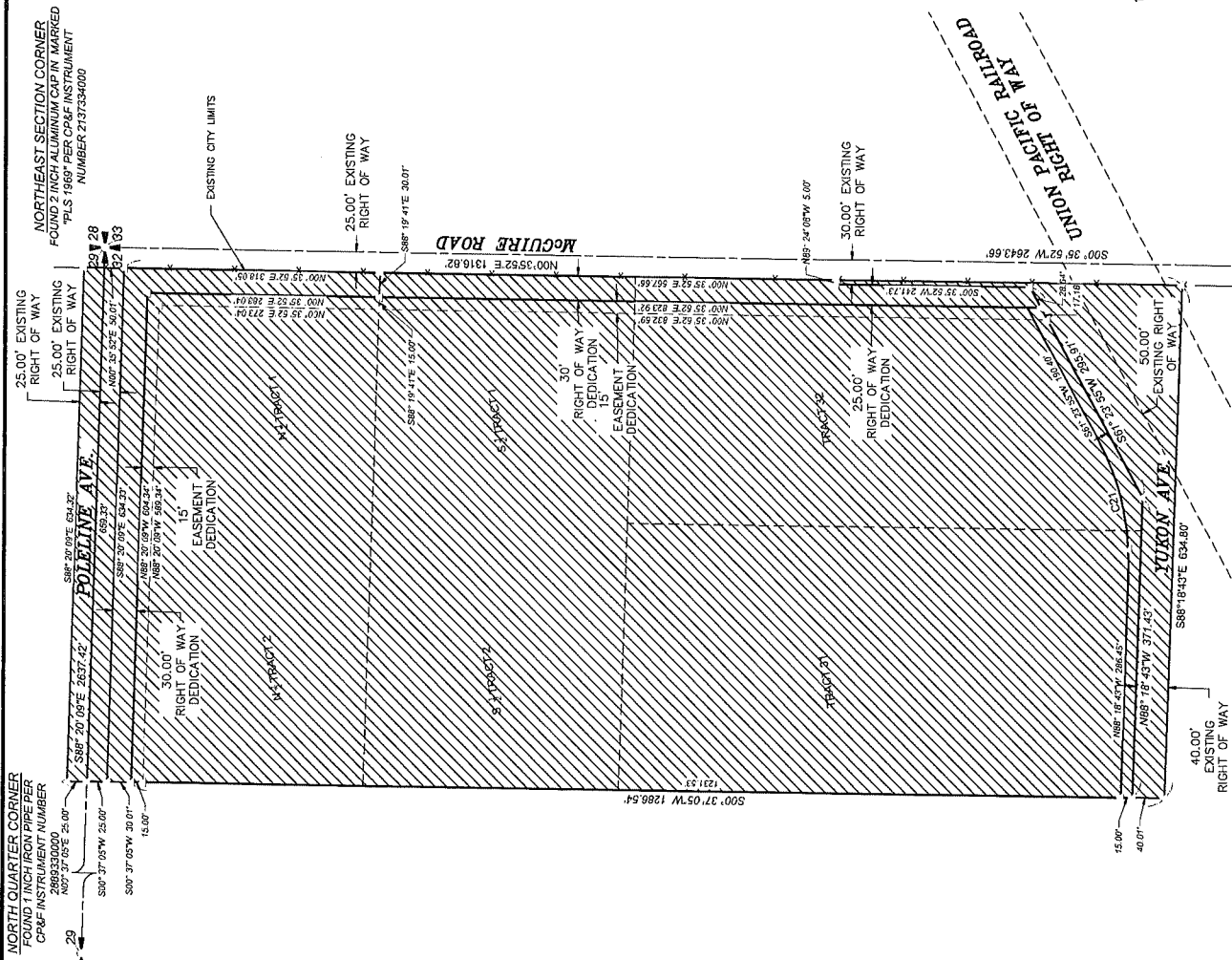
Said property containing 27,672 square feet, more or less.

NORTH QUARTER CORNER
FOUND 1 INCH IRON PIPE PER
C&M INSTRUMENT NUMBER
29

NORTHEAST SECTION CORNER
FOUND 2 INCH ALUMINUM CAP IN MARKED
C&M INSTRUMENT
NUMBER 2137334000

ANNEXATION EXHIBIT

RIGHT OF WAY AND EASEMENT DEDICATION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

- AREA TO BE ANNEXED
- X EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE

Curve Table				
Curve #	Length	Radius	Delta	Chord Length

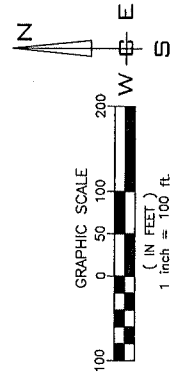


EXHIBIT B

 IWCE CONSULTING ENGINEERS SPOKANE VALLEY, WA 99036 PH: 509-892-8817 FAX: 509-892-0077		PROJ #: 25-4061 DATE: 5/20/25 DRAFTED BY: RKWAL REVIEWED BY: RK	SHEET 1 OF 1 JOB NUMBER 25-4061
		MCGUIRE ROAD POLELINE TO YUKON ANNEXATION EXHIBIT	

GRANT OF EASEMENT
McGuire Annexation
W. Poleline Ave., N. McGuire Rd., and Yukon Ave.
File No. ANNX-25-4

KNOWN ALL MEN BY THESE PRESENTS, that **Prestige EMC, LLC**, a **Washington Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

W. Poleline Ave., N. McGuire Rd., and Yukon Ave:

As depicted in the attached **Exhibit A** and **Exhibit B**

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 2025.

GRANTEE:

CITY OF POST FALLS

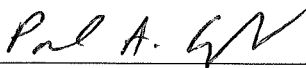
By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Prestige EMC, LLC

By 
Paul A. Elfers, Managing Member

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

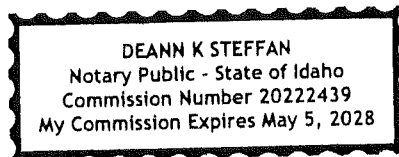
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

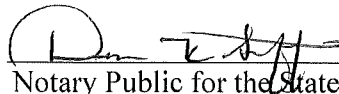
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on Dec 2, 2025 by **Paul A. Elfers** as the **Managing Member of Prestige EMC, LLC**, on behalf of whom the instrument was executed.





Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

EXHIBIT A

PRESTIGE EMC, LLC
McGUIRE ROAD ANNEXATION
EASEMENT DEDICATION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast Corner of said Section 32 marked by a 2" aluminum cap marked "PLS 1969" per CP&F number 2137334000, from which the North Quarter Corner of said Section 32 marked by a 1" diameter pipe Per CP&F number 2889330000 bears North 88°20'09" West a distance of 2637.42 feet;

Thence along the North line of the Northeast 1/4 of said Section 32, North 88°20'09" West a distance of 659.33 feet;

Thence leaving said North line, South 00°37'05" West a distance of 55.01 feet to the and the **Point of Beginning of this legal description**;

Thence South 88°20'09" East a distance of 604.34 feet;

Thence South 00°35'52" West a distance of 288.04 feet;

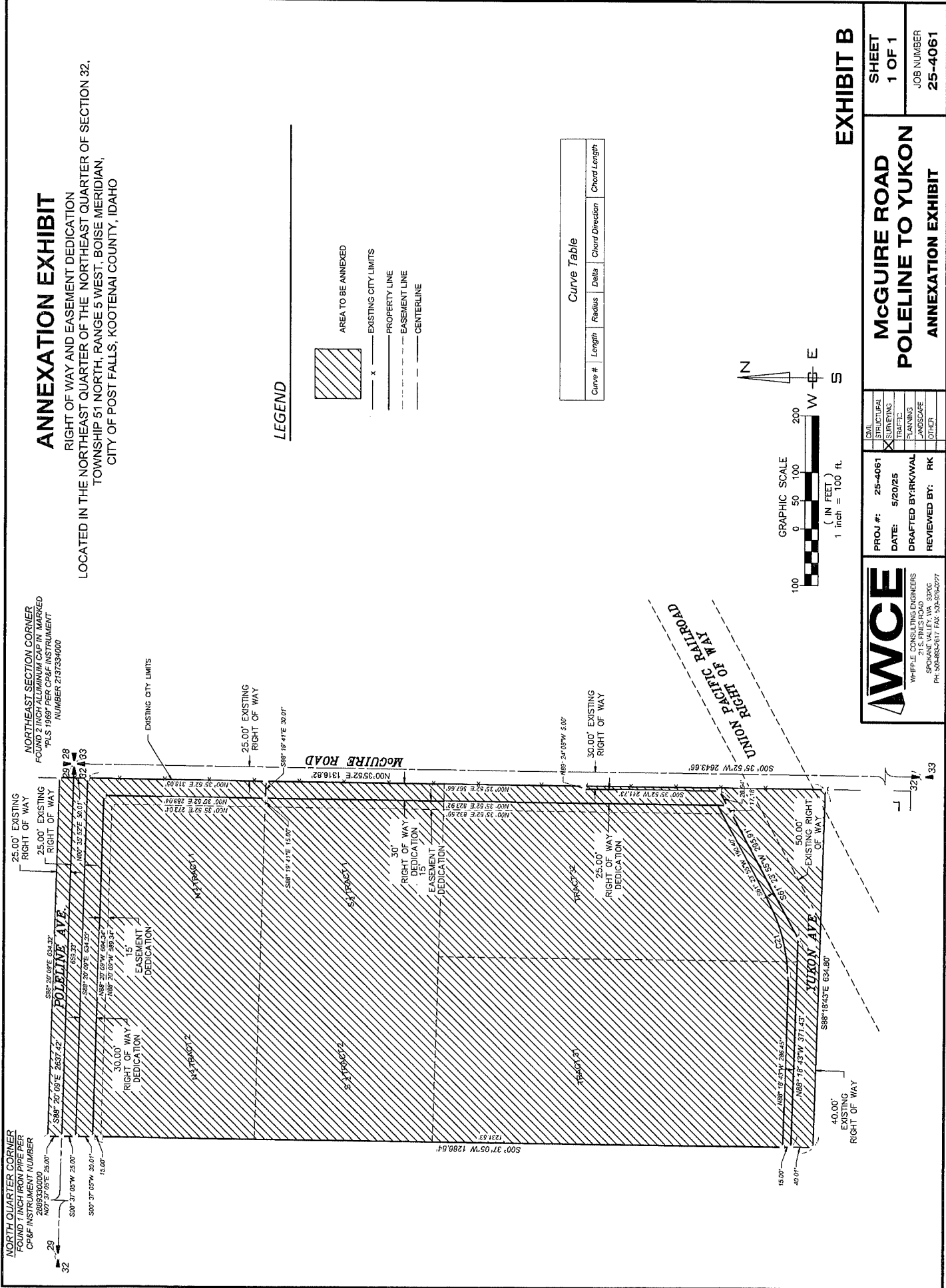
Thence North 88°19'41" West a distance of 15.00 feet;

Thence North 00°35'52" East a distance of 273.04 feet;

Thence North 88°20'09" West a distance of 589.34 feet

Thence North 00°37'05" East a distance of 15.00 feet to the **Point of Beginning of this legal description**;

Said property containing 13,160 square feet, more or less.



**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Echo Estates Grant of Rights-of-Way and Easements (ANNX-24-5)

ITEM AND RECOMMENDED ACTION:

This item is the Grants of Rights-of-Way and Easements related to the Echo Estates Annexation, which was approved by the city council following a public hearing on November 18, 2025. Staff requests that the city council review and approve the corresponding Grants of Rights-of-Way and Easements. No presentation is planned on this item.

DISCUSSION:

On November 18, 2025, the city council held a public hearing to consider a request to annex approximately 10.309 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning prohibiting multifamily housing types. The entirety of the site is generally located west of the Gabrio Estates subdivision at the terminus of West Okanogan Street. The site is north of West Echo Drive and west of North McGuire Road. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved December 2, 2025.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On December 2, 2025, the Reasoned Decision was approved by City Council

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Echo Estates Grants of ROW and Easements AppSigned

GRANT OF EASEMENT
Echo Estates Annexation
W. Echo Drive
File No. ANNX-24-5

KNOWN ALL MEN BY THESE PRESENTS, that **Eagle Crest Land, LLC**, a **Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

W. Echo Drive

As depicted in the attached **Exhibit A**

TO HAVE AND TO HOLD SUCH EASEMENTS FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 2025.

GRANTEE:

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Eagle Crest Land, LLC

By



Ryne Stoker, Trustee

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

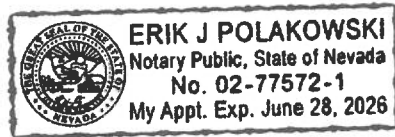
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

State of Nevada)
: ss
County of Clark)

This instrument was acknowledged before me on 12.8.2025 by **Ryne Stoker** as the **Trustee** of **Eagle Crest Land, LLC**, on behalf of whom the instrument was executed.



Notary Public for the State of NV
Residing at: Las Vegas NV
Commission Expires: 6.28.2026

(Stamp above)

EXHIBIT A
ECHO DRIVE EASEMENT

A STRIP OF LAND BEING THE NORTH 10 FEET OF THE SOUTH 25 FEET OF TRACTS 93 AND 94, PLAT NO. 5 GREENACRES IRRIGATION DISTRICT, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 70, RECORDS OF KOOTENAI COUNTY, IDAHO. LYING IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EXISTING SOUTHEAST CORNER OF SAID TRACT 94; THENCE, NORTH 00°35'16" EAST ALONG THE EAST LINE OF TRACT 94 A DISTANCE OF 15.00 FEET TO THE **TRUE POINT OF BEGINNING**;

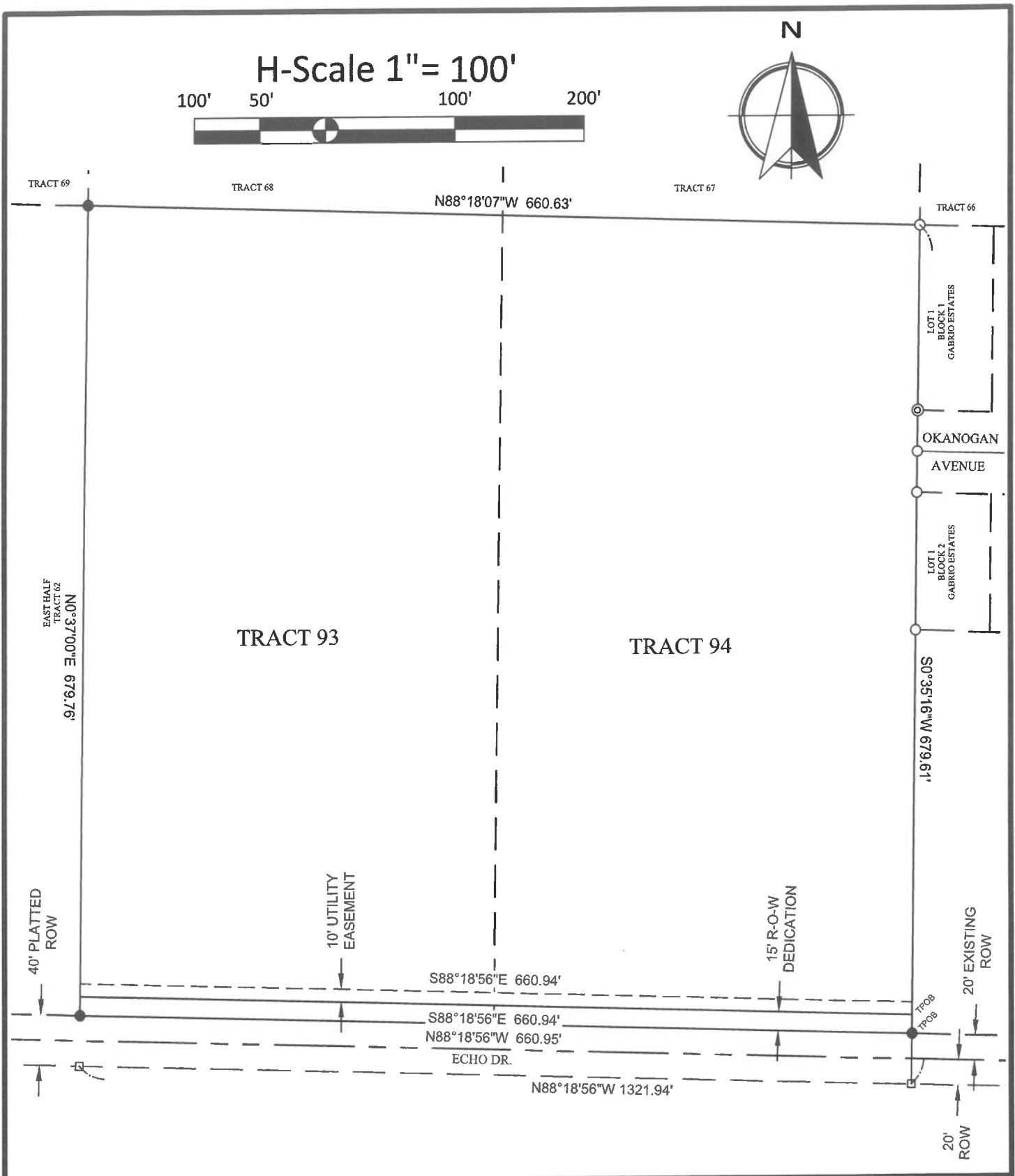
THENCE, NORTH 88°18'56" WEST A DISTANCE OF 660.94 FEET TO A POINT ON THE WEST LINE OF TRACT 93,

THENCE, ALONG THE WEST LINE OF TRACT 93; NORTH 00°37'00" EAST A DISTANCE OF 10.00 FEET;

THENCE, LEAVING SAID WEST LINE, SOUTH 88°18'56" EAST A DISTANCE OF 660.94 FEET TO A POINT ON THE EAST LINE OF TRACT 94;

THENCE, SOUTH 00°35'16" WEST ALONG SAID EAST LINE A DISTANCE OF 10.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 6,609 SQUARE FEET, MORE OR LESS.



ECHO ESTATE EASEMENT EXHIBIT

SE 1/4 SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED: 12/7/2023

DRAFTED BY: CJJ

PLOT DATE: 12/1/2025

SHEET

FILE NAME: 23-203

CHECKED BY: CJJ

PROJECT No.: 23-203

1

1

GRANT OF RIGHT-OF-WAY
Echo Estates Annexation
W. Echo Drive
File No. ANN-24-5

KNOWN ALL MEN BY THESE PRESENTS, that **Eagle Crest Land, LLC**, a **Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

W. Echo Drive:

As depicted in the attached **Exhibit A**

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 2025.

GRANTEE:

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Eagle Crest Land, LLC

By _____
Ryne Stoker, Trustee

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

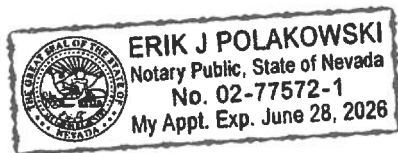
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

State of Nevada)
 : ss
County of Clark)

This instrument was acknowledged before me on 12-8-2025 by **Ryne Stoker** as the **Trustee** of **Eagle Crest Land, LLC**, on behalf of whom the instrument was executed.



[Signature]

Notary Public for the State of NV
Residing at: Las Vegas, NV
Commission Expires: 6-28-2026

(Stamp above)

EXHIBIT A
ECHO DRIVE RIGHT OF WAY

A STRIP OF LAND BEING THE SOUTH 15 FEET OF TRACTS 93 AND 94, PER THE PLAT NO. 5 GREENACRES IRRIGATION DISTRICT, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 70, RECORDS OF KOOTENAI COUNTY, IDAHO. LYING IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EXISTING SOUTHEAST CORNER OF SAID TRACT 94;

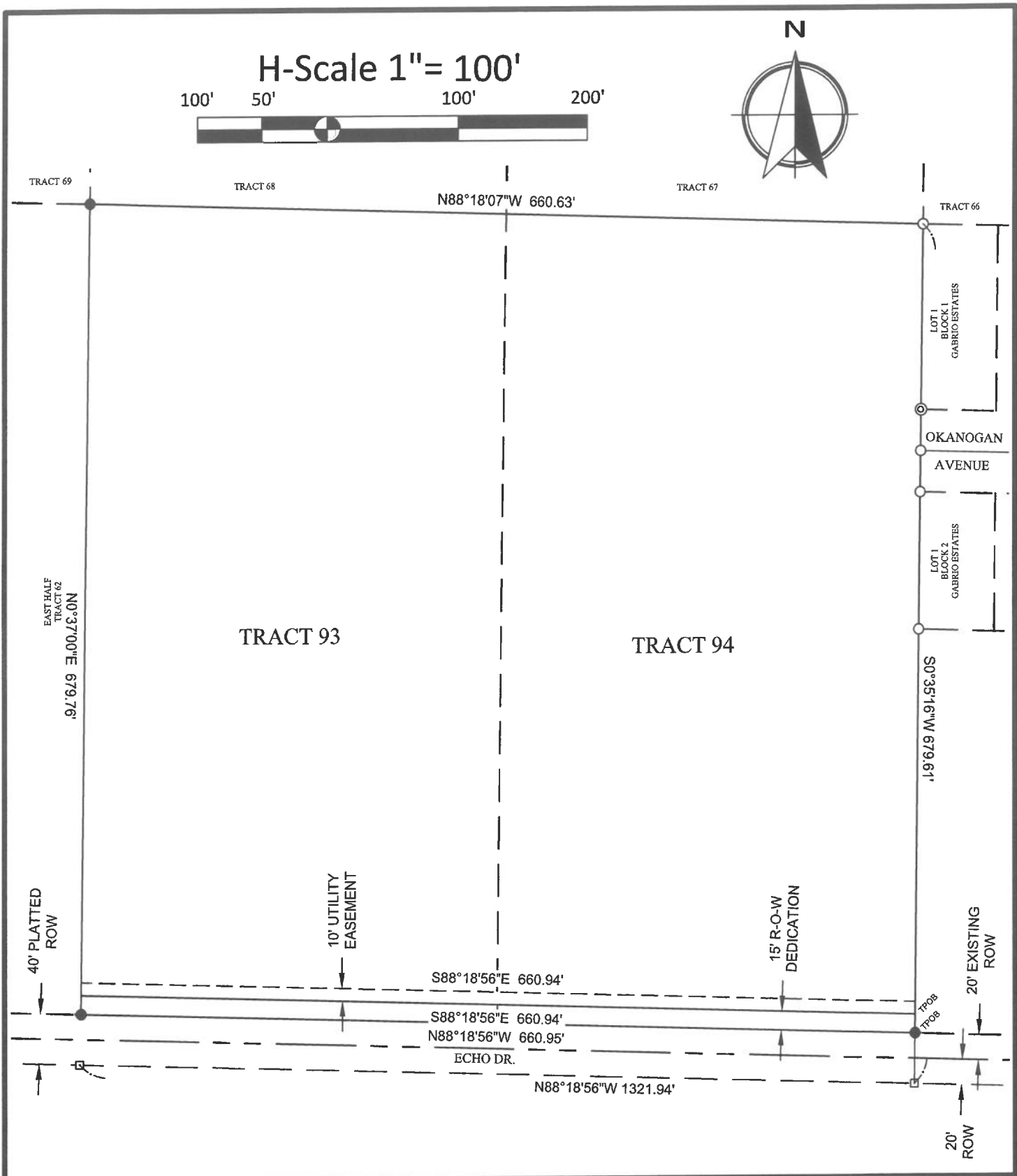
THENCE, ALONG THE EXISTING SOUTH LINE OF TRACT 94, NORTH 88°18'56" WEST A DISTANCE OF 660.95 FEET TO THE EXISTING SOUTHWEST CORNER OF TRACT 93;

THENCE ALONG THE WEST LINE OF TRACT 93; NORTH 00°37'00" EAST A DISTANCE OF 15.00 FEET;

THENCE, SOUTH 88°18'56" EAST A DISTANCE OF 660.94 FEET TO A POINT ON THE EAST LINE OF TRACT 94;

THENCE, SOUTH 00°35'16" WEST ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9,914 SQUARE FEET, MORE OR LESS.



ECHO ESTATE ROW EXHIBIT

SE 1/4 SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED: 12/7/2023

DRAFTED BY: CJJ

PLOT DATE: 12/1/2025

SHEET

FILE NAME: 23-203

CHECKED BY: CJJ

PROJECT No.: 23-203

1/1

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Echo Estates Annexation and Development Agreement (ANNX-24-5)

ITEM AND RECOMMENDED ACTION:

This item is the Annexation and Zoning Agreement related to the Echo Estates Annexation, which was approved by the city council following a public hearing on November 18, 2025. Staff requests that the city council review and approve the corresponding Development Agreement. No presentation is planned on this item.

DISCUSSION:

On November 18, 2025, the city council held a public hearing to consider a request to annex approximately 10.309 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning to permit only single family detached product. The entirety of the site is generally located west of Gabrio Estates Subdivision at the terminus of W. Okanogan Street. It is north of W. Echo Drive and west of N. McGuire Road. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved by City Council on December 2, 2025. Staff has prepared the attached Development and Annexation Agreement to correspond with the Echo Estates Annexation. The agreement restricts development on the site to single family residential.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the Echo Estates Annexation request on November 18, 2025 and the Reasoned Decision on December 2, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and attached is the required Development and Annexation Agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Annexation and Zoning Development Agreement-Echo Estates

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Echo Estates Annexation

(File No. ANNX-24-5)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Eagle Crest Land LLC, a limited liability company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 8720 Kulka Road, Las Vegas, NV 89161.

WHEREAS, Eagle Crest Land LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit “A”; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located west of Gabrio Estates Subdivision at the terminus of W. Okanogan Street, north of W. Echo Drive and west of N. McGuire Road and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining

lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property,

Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS/COMMITMENTS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Echo Drive to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate an additional 15 feet of rights-of-way along Echo Drive, measured from the existing northern line of Echo Drive.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right-of-way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).
- 4.3. Owner agrees that it will enter into a binding Road Development Agreement with Post Falls Highway District to provide agreed upon roadway improvements to Echo Drive. That Agreement will, at a minimum, require Owner to pave (asphalt) and improve the existing right-of-way for Echo Drive, from McGuire Road to Corbin Road up to current Post Falls Highway District roadway standards or as agreed upon in the binding Road Development Agreement with Post Falls Highway District.
- 4.4. Owner agrees that it will complete construction of the missed portions of sidewalk improvements for pedestrian connectivity for those portions located along the east side of McGuire Road between Seltice Way and Echo Drive. Owner's commitment for such construction is expressly conditioned on the granting of easements and/or rights-of-way and permissions from the landowner to the public at the City's request. In the event that such permissions and/or grants are not secured, Owner's responsibility under this section is excused.
- 4.5. The commitments contained in Sections 4.3 and 4.4 are expressly required to be completed and approved by the City before final plat approval or issuance of residential building permits, whichever occurs first.
- 4.6. Use of the Property is restricted to single-family development and excludes multi-family.

ARTICLE V. CONSIDERATION/FEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services,

police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.

- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must

be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

CITY OF POST FALLS

Eagle Crest Land LLC

By: _____
Ronald G. Jacobson, Mayor

By: _____
Ryne Stoker, Trustee

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

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

Signature of notary public
My Commission expires:

(Stamp above)

State of ~~Idaho~~ Nevada)
: ss
County of ~~Kootenai~~ Clark)

This instrument was acknowledged before me on 12/03/2023 by Ryne Stoker as the Trustee of Eagle Crest Land LLC, on behalf of whom the instrument was executed.



Signature of notary public
My Commission expires: June 25, 2026

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/16/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Ordinance - Villa Point North Vacation (VAC-25-2)

ITEM AND RECOMMENDED ACTION:

This item is the vacation ordinance for the Villa Point North Vacation, which was approved by the city council following a public hearing on August 5, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On August 5, 2025, the city council held a public hearing to consider a request of the vacation of the 10-foot utility easement running through the center of the lots within Villa Point North. The easement was established solely for the benefit of the platted parcels, all of which remain under the original developer's ownership. No utilities have been installed, and no external parcels or utility providers are affected. The vacation is necessary to accommodate revised townhome designs. Upon recordation, this ordinance will vacate the easement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On August 5, 2025, the Vacation was approved by City Council

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested vacation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

ATTACHMENTS:

1. _Villa Point North VAC-25-2 Vacation Ordinance

ORDINANCE NO. _____

**INGRESS/EGRESS AND UTILITY EASEMENT VACATION
VILLA POINT NORTH (File No. VAC-25-2)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A 10-FOOT INGRESS/EGRESS AND UTILITY EASEMENT SITUATED IN THE CENTER OF LOTS 1, 2, 3, 4, 5, 6, 7 and 8, BLOCK 1 OF THE PLAT OF VILLA POINT NORTH ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK L, PAGE 654, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE EASEMENT; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the owners of the real properties located at 211, 213, 215, 217, 219, 221, 223 and 225 East Mulan Avenue Mullan Avenue, Post Falls, Idaho have petitioned the City to vacate the 10-foot ingress/egress and utility easement traversing the center of their properties as described herein; and

WHEREAS, on the 15th day of July 2025, the City Council conducted a public hearing to receive public comment on the proposed vacation of the subject easement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the easement legally described in Exhibit A and located across the center ten feet of Lots 1 through 8, Block 1 of the Plat of Villa Point North, more commonly identified as 211, 213, 215, 217, 219, 221, 223 and 225 East Mulan Avenue is hereby vacated to the underlying property owner.

SECTION 2: All provisions of the current Municipal Code of the City of Post Falls or ordinances of the City of Post Falls which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: This Ordinance is hereby declared to be severable. Should any portion of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the Ordinance before the declaration of partial invalidity.

SECTION 4: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an Ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 20____.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, vacating a 10-foot ingress/egress and utility easement running through the center of properties located at 211, 213, 215, 217, 219, 221, 223 and 225 East Mulan Avenue, Post Falls, Idaho. The properties are legally described as:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1, Villa Point North, according to the plat recorded in Book “L” of Plats at Page 654, records of Kootenai County, Idaho.

The Ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City’s official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, vacating an easement and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

Subdivision Guarantee Exhibit "A" Legal Description

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1, Villa Point North, according to the plat recorded in Book "L" of Plats at Page 654, records of Kootenai County, Idaho.

VILLA POINT NORTH

LOTS 10, 11 AND 12 BLOCK 14 OF PLAT OF DRUMHELLERS ADDITION TO POST FALLS AND A PORTION OF THE VACATED RIGHT-OF-WAY OF WILLIAM STREET LYING IN SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: L PAGE: 054
INSTRUMENT NO. 2017409000

LOT 8
AND A PORTION OF THE
RIGHT-OF-WAY OF
WILLIAM STREET

BLOCK 15

LOT 1 AND 2
AND PORTION OF VACATED
RIGHT-OF-WAY OF WILLIAM STREET

DRUMHELLERS
ADDITION TO POST
FALLS

LOT 5

LOT 4

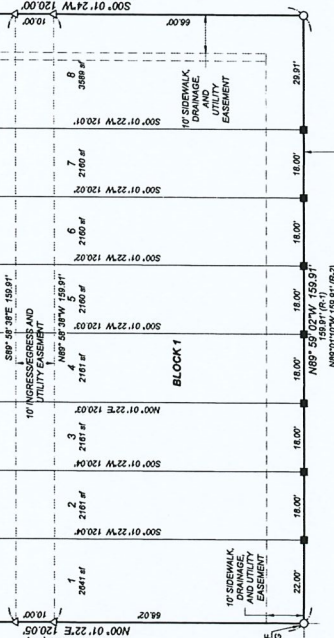
LOT 3

BLOCK 14

ALLEY WAY
(P-1)

NORTH 30°
LOT 7 AND 8

LOT 7 AND 8
EX NORTH 20°



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°47'48" EAST, SHOWN ON THE PLAT OF THE SOUTHWEST 1/4 OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK 20 OF SURVEYS, PAGE 57, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY JAMAR ASSOCIATES, INC. AND FILED AT BOOK 23 OF SURVEYS, PAGE 43, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) PLAT OF DRUMHELLERS ADDITION TO POST FALLS AND FILED AT BOOK E OF DEEDS, PAGE 244, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- 10" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. 4182" TO SET WITHIN ONE YEAR
- FOUND 58" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. 4182" DESTROYED DURING CONSTRUCTION, REPLACED
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- SECTION LINE



0 10 20 30 40
SCALE: 1" = 20'

34 35
312
SOUTHEAST CORNER
FOUND 58" REBAR WITH YELLOW PLASTIC CAP MARKED "P.L.S. 4182" IN MONUMENT WELL PER
CPL# 248600000

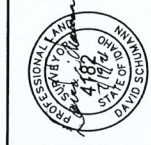
LOT 1 THOUGH 12
BLOCK 1

LOT 1
AND PORTION LOT 2

PORTION LOT 2
AND PORTION LOT 3
EAST FAIRVIEW ADDITION
TO POST FALLS

BLOCK 2

PORTION LOT 3
AND LOTS 4, 5 AND 6



CHECKED BY:	DES
DRAWN BY:	WAL
SCALE:	1" = 20'
DATE:	09/08/2020
JOB NO:	LCE 18-005

LAKE CITY ENGINEERING
128 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
(208) 765-2000

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/16/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Ordinance - North Place Vacation (VAC-25-3)

ITEM AND RECOMMENDED ACTION:

This item is the vacation ordinance for the North Place Vacation, which was approved by the city council following a public hearing on December 2, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On December 2, 2025, the city council held a public hearing to consider a request of the vacation of the Rights-of-Way that was created in 1910 as part of the plat of Post Falls Irrigated Tracts, recorded in Book C Page 78. The Rights-of- Way abuts property owned by Schneidmiller Brothers on both sides. No utilities have been installed, and no external parcels or utility providers are affected. The vacation is necessary to accommodate future phases of the North Place East development project. Upon recordation, this ordinance will vacate the easement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On December 2, 2025, the Vacation was approved by City Council

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested vacation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 2025.12.3 VAC North Place Ordinance DRAFT
2. Exhibit for ROW Vacation (1)

ORDINANCE NO. _____

RIGHT OF WAY VACATION

NORTH PLACE EAST SUBDIVISION (File No. VAC-25-3)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF APPROXIMATELY 5.05 ACRES OF RIGHT OF WAY RUNNING THROUGH THE NORTH PLACE EAST SUBDIVISION; PROVIDING FOR DISPOSITION OF THE RIGHT OF WAY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of the real property located in the City of Post Falls have petitioned the City to vacate unused forty-foot (40') rights-of-way that runs through the North Place East subdivision as described herein; and

WHEREAS, on the 3rd day of December 2025, the City Council conducted a public hearing to receive public comment on the proposed vacation of the subject rights-of-way;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the rights-of-way legally described in Exhibit A, which are generally located in the North Place East Subdivision situated between West Prairie Avenue and East Warm Springs Avenue and between North Idaho Street and North Greensferry Road are hereby vacated to the underlying property owners.

SECTION 2: All provisions of the current Municipal Code of the City of Post Falls or ordinances of the City of Post Falls which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: This Ordinance is hereby declared to be severable. Should any portion of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the Ordinance before the declaration of partial invalidity.

SECTION 4: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 20____.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, vacating rights-of-way running through the middle of the North Place East Subdivision. The property is legally described as:

A 40 foot Wide Right of Way running North and South adjoining Tracts 4, 5, 12, 13, 20, 21, 28, and 29 of Post Falls Irrigated Tracts, Recorded in Book C of Plats, Page 78,

Together with a 40 foot Wide Right of Way running East and West adjoining Tracts 11 through 15, and 18 through 22 of Post Falls Irrigated Tracts, Recorded in Book C of Plats, Page 78, located in the North Half of Section 26, Township 51 North, Range 5 West, in the City of Post Falls, Kootenai County, Idaho.

The Ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

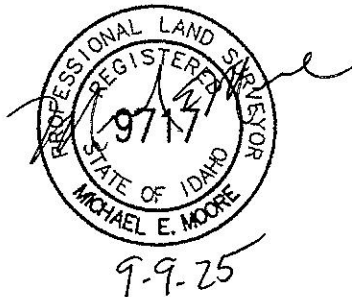
Field K. Herrington, City Attorney

Legal Description
For
Vacation of Right of Way in Post Falls Irrigated Tracts

A 40 foot Wide Right of Way running North and South adjoining Tracts 4, 5, 12, 13, 20, 21, 28, and 29 of Post Falls Irrigated Tracts, Recorded in Book C of Plats, Page 78,

TOGETHER WITH a 40 foot Wide Right of Way running East and West adjoining Tracts 11, thru 15, and 18, thru 22 of Post Falls Irrigated Tracts, Recorded in Book C of Plats, Page 78, located in the Noth Half of Section 26, Township 51 North, Range 5 West, in the City of Post Falls, Kootenai County, Idaho.

Containing 5.05 acres more or less
Subject to all easements of record



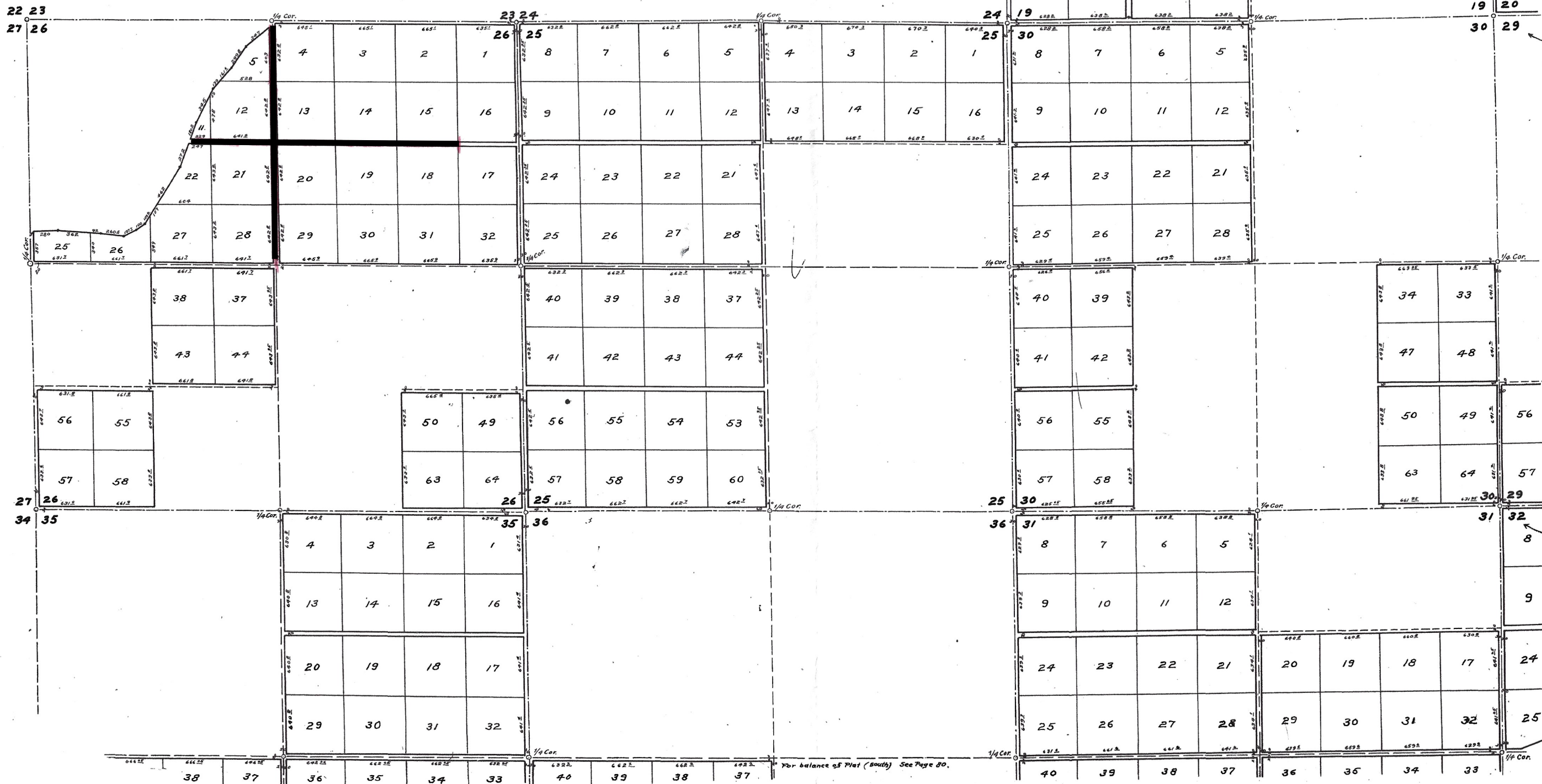
Ordinance # 824
10/11/95 & 19/7/95
Emergency Post-Tension
14th St.

• POST-FALLS • IRRIGATED • TRACTS •

• KOOTENAI • COUNTY • IDAHO •

Scale: 1"=500'

Vacated Right-of-Way as described in the legal description per VAC-25-3



CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/16/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Ordinance - Poleline and Zorros Annexation (ANNX-24-2)

ITEM AND RECOMMENDED ACTION:

This item is the annexation ordinance for the Poleline and Zorros Annexation, which was approved by the city council following a public hearing on February 18, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On February 18, 2025, the city council held a public hearing to consider a request to annex approximately 5.215 acres and associated rights-of-way into the City of Post Falls with the Community Commercial Services (CCS) zoning. The site is located on the northwest corner of E. Poleline Ave. and N. Zorros Rd. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved June 3, 2025. On June 3, 2025, the Development and Annexation Agreement was also approved by City Council. Upon recordation, the ordinance will annex the property into the city.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On June 3, 2025, the Development and Annexation Agreement was approved by City Council

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Poleline Annexation Legal and Exhibit (1)

ORDINANCE NO. ____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 5.215 ACRES LOCATED AT 4553 E. POLELINE AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on October 24, 2024, and the City Council on February 18, 2025, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Community Commercial Services (CCS) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Community Commercial Services (CCS) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2025.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 5.215 acres and zoning the property Community Commercial Services (CCS). The property is located at 4553 E. Poleline Avenue, Post Falls Idaho, and is legally described as:

A parcel of land lying in the Southwest Quarter of Section 30 and in the Northwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30, being a 5/8 inch rebar with no cap, per CP&F Instrument Number 2107363000, from which the Center Quarter Corner of said Section 30 bears North 01°01'09" East 2675.33 feet;

thence along the South line of the Southwest Quarter of said Section 30, North 88°09'46" West 1322.61 feet to the **True Point of Beginning**;

thence leaving the South line of said Southwest Quarter, South 00°59'33" West 30.00 feet to the South Right-of-Way of Poleline Avenue;

thence along the South Right-of-Way of said Poleline Avenue, North 88°09'46" West 327.51 feet to the East line of the City Limits;

thence along the East line of the said City Limits and the West line of the East half of Tract 58 of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, Idaho and the extension thereof, North 00°59'29" East 693.15 feet to the South line of said City Limits and the Northwest Corner of the East half of said Tract 58;

thence along the North Line of said Tract 58, being the South line of said City Limits, South 88°21'38" East 327.51 feet to the West Right-of-Way of Zorros Road and the West line of said City Limits and the Northeast Corner of Tract 58;

thence along West Right-of-Way of said Zorros Road and the East line of said Tract 58 and the extension thereof, being the West line of said City Limits, South 00°59'33" West 664.27 feet to the **True Point of Beginning**;

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

EXHIBIT A

City of Post Falls Annexation Ordinance No. _____

Annexation Description

A parcel of land lying in the Southwest Quarter of Section 30 and in the Northwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30, being a 5/8 inch rebar with no cap, per CP&F Instrument Number 2107363000, from which the Center Quarter Corner of said Section 30 bears North 01°01'09" East 2675.33 feet;

thence along the South line of the Southwest Quarter of said Section 30, North 88°09'46" West 1322.61 feet to the **True Point of Beginning**;

thence leaving the South line of said Southwest Quarter, South 00°59'33" West 30.00 feet to the South Right-of-Way of Poleline Avenue;

thence along the South Right-of-Way of said Poleline Avenue, North 88°09'46" West 327.51 feet to the East line of the City Limits;

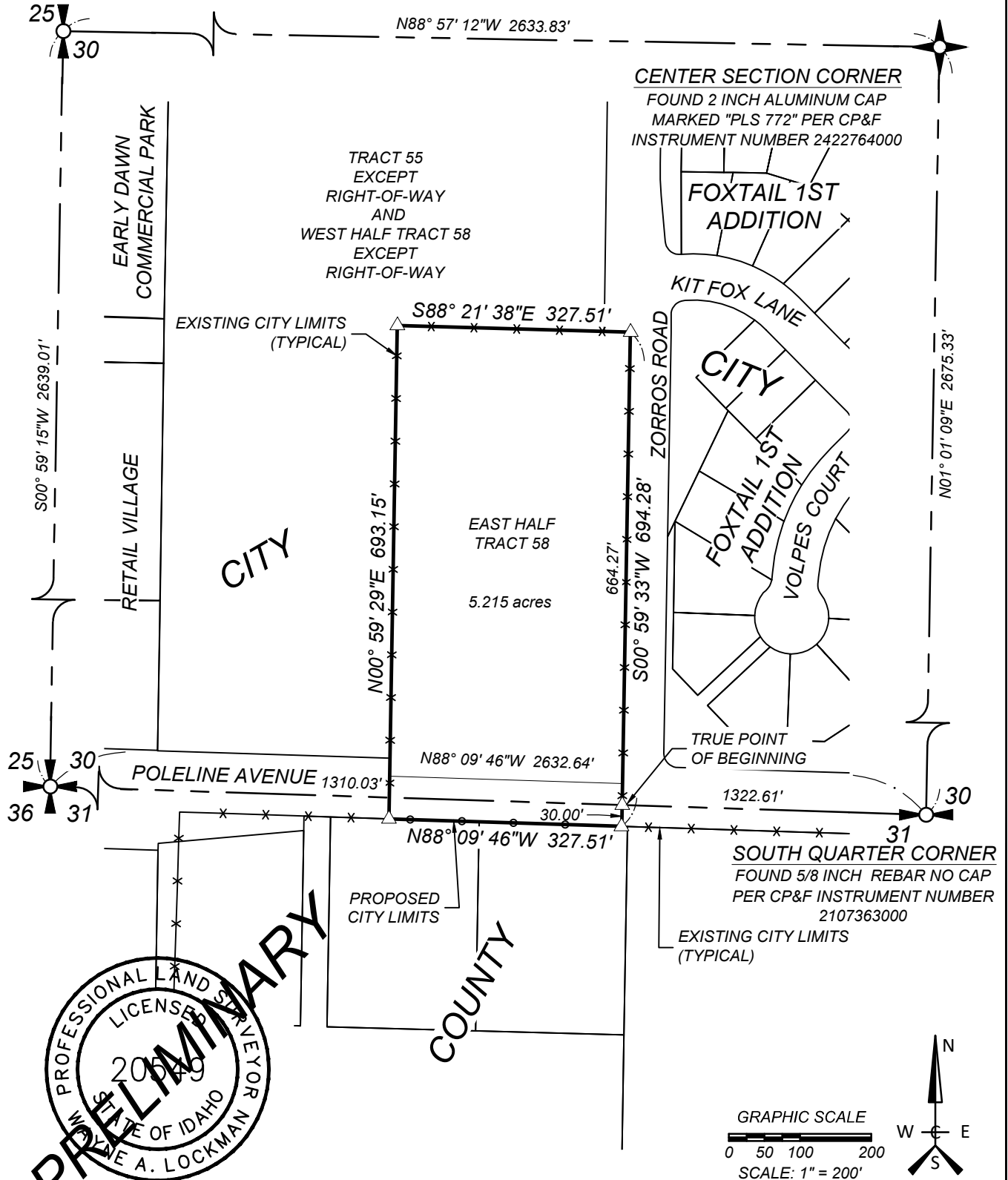
thence along the East line of the said City Limits and the West line of the East half of Tract 58 of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, Idaho and the extension thereof, North 00°59'29" East 693.15 feet to the South line of said City Limits and the Northwest Corner of the East half of said Tract 58;

thence along the North Line of said Tract 58, being the South line of said City Limits, South 88°21'38" East 327.51 feet to the West Right-of-Way of Zorros Road and the West line of said City Limits and the Northeast Corner of Tract 58;

thence along West Right-of-Way of said Zorros Road and the East line of said Tract 58 and the extension thereof, being the West line of said City Limits, South 00°59'33" West 664.27 feet to the **True Point of Beginning**;

said parcel containing 5.215 acres of land, more or less.

CITY OF POST FALLS ANNEXATION ORDINANCE No. _____



PRELIMINARY

PROFESSIONAL LAND SURVEYOR
LICENSE NO. 20549
WYOMING
JOHN A. LOCKMAN

PROJECT NO.: 23-3546
DATE: 04/25/24
DRAFTED BY: EJW/MAS
REVIEWED BY: WAL
SCALE: 1"=200'

S.30 - T.51N. - R.04W. B.M.

ANNEXATION EXHIBIT
A PORTION OF THE NW1/4, SEC.31
AND A PORTION OF THE SW1/4, SEC.30,
T51N, R4W, B.M.
KOOTENAI COUNTY, ID

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

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/16/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nancy Thurwachter, Planning Admin

SUBJECT: Ordinance - Echo Estates Annexation (ANNX-24-5)

ITEM AND RECOMMENDED ACTION:

This item is the annexation ordinance for the Echo Estates Annexation, which was approved by the city council following a public hearing on November 18, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On November 18, 2025, the city council held a public hearing to consider a request to annex approximately 10.309 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning. The site is located north of West Echo Drive and west of North McGuire Road. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved December 2, 2025. Upon recordations, this ordinance will annex this property into the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On December 16, 2025, the Development and Annexation Agreement is on the same agenda as this ordinance.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Echo Estates Annexation Ordinance

ORDINANCE NO. _____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 10.309 ACRES LOCATED AT 2641 AND 2709 WEST ECHO DRIVE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on September 9, 2025, and the City Council on November 11, 2025, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Medium Density Residential (R-2) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Medium Density Residential (R-2) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2025.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 10.309-acres and zoning the property Medium Density Residential (R-2). The property is located at 2641 and 2709 West Echo Drive, Post Falls Idaho, and is legally described as:

TRACTS 93 AND 94, PLAT NO. 5 GREENACRES IRRIGATION DISTRICT, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 70, RECORDS OF KOOTENAI COUNTY, IDAHO. TOGETHER WITH A PORTION OF THE PLATTED RIGHT OF WAY FOR ECHO DRIVE. THE ENTIRE PARCEL COLLECTIVELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, KOOTENAI COUNTY, IDAHO; THENCE SOUTH 00°33'38" WEST, ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 1338.92 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 32 WITH THE EASTERLY EXTENDED PLATTED SOUTH RIGHT OF WAY LINE OF ECHO ROAD; THENCE NORTH 88°18'56" WEST, ALONG THE SOUTH AND EASTERLY EXTENDED PLATTED SOUTH RIGHT OF WAY LINE OF ECHO DRIVE, 660.97 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF ECHO DRIVE AND THE SOUTHERLY EXTENDED EAST LINE OF SAID TRACT 94 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°35'16" EAST, ALONG THE EAST LINE AND SOUTHERLY EXTENDED EAST LINE OF SAID TRACT 94, A DISTANCE OF 679.61 FEET TO THE NORTHEAST CORNER OF SAID TRACT 94;

THENCE NORTH 88°18'07" WEST 660.63 FEET TO THE NORTHWEST CORNER OF SAID TRACT 93;

THENCE SOUTH 00°37'00" WEST, ALONG THE WEST LINE AND SOUTHERLY EXTENDED WEST LINE OF SAID TRACT 93, 679.76 FEET TO A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF ECHO DRIVE;

THENCE SOUTH 88°18'56" EAST 660.97 FEET TO **THE TRUE POINT OF BEGINNING.**

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

EXHIBIT A
ANNEXATION DESCRIPTION

TRACTS 93 AND 94, PLAT NO. 5 GREENACRES IRRIGATION DISTRICT, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 70, RECORDS OF KOOTENAI COUNTY, IDAHO. TOGETHER WITH A PORTION OF THE PLATTED RIGHT OF WAY FOR ECHO DRIVE. THE ENTIRE PARCEL COLLECTIVELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, KOOTENAI COUNTY, IDAHO; THENCE SOUTH 00°33'38" WEST, ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 1338.92 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 32 WITH THE EASTERLY EXTENDED PLATTED SOUTH RIGHT OF WAY LINE OF ECHO ROAD; THENCE NORTH 88°18'56" WEST, ALONG THE SOUTH AND EASTERLY EXTENDED PLATTED SOUTH RIGHT OF WAY LINE OF ECHO DRIVE, 660.97 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF ECHO DRIVE AND THE SOUTHERLY EXTENDED EAST LINE OF SAID TRACT 94 AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00°35'16" EAST, ALONG THE EAST LINE AND SOUTHERLY EXTENDED EAST LINE OF SAID TRACT 94, A DISTANCE OF 679.61 FEET TO THE NORTHEAST CORNER OF SAID TRACT 94; THENCE NORTH 88°18'07" WEST 660.63 FEET TO THE NORTHWEST CORNER OF SAID TRACT 93; THENCE SOUTH 00°37'00" WEST, ALONG THE WEST LINE AND SOUTHERLY EXTENDED WEST LINE OF SAID TRACT 93, 679.76 FEET TO A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF ECHO DRIVE; THENCE SOUTH 88°18'56" EAST 660.97 FEET TO THE **TRUE POINT OF BEGINNING**.

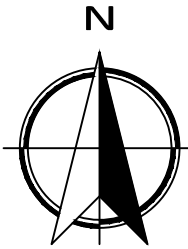
CONTAINING 10.309 ACRES, MORE OR LESS.

RECORD OF SURVEY ORDINANCE #

TRACTS 93 AND 94 OF PLAT NO. 5 GREENACRES IRRIGATION DISTRICT
LOCATED IN THE SE 1/4 OF SECTION 32, TOWNSHIP 51 N., RANGE 5 W., BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#



H-Scale 1"= 60'



LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 8249
- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 10677
- ⊙ FOUND 5/8" REBAR WITH IMPAILED PLASTIC CAP
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, PLS 9367
- ⊠ CALCULATED POSITION, NOTHING FOUND OR SET
- ⊙ CENTER SECTION CORNER AS NOTED
- ⊙ E-W 1/4 SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- TPOB TRUE POINT OF BEGINNING

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R1 RECORD OF SURVEY BY JOSHUA A. BAGLEY PLS 12110, RECORDED IN BOOK 30 OF SURVEYS, PAGE 149, UNDER INSTRUMENT NO. 2638153000.
 - R2 PLAT NO. 5 OF GREENACRES IRRIGATION DISTRICT BY WILLIAM ASHLEY JR. PLS 17, RECORDED IN BOOK B OF PLATS, PAGE 70.
 - R3 PLAT OF GABRIO ESTATES BY JOSEPH E. HASSELL PLS 8249, RECORDED IN BOOK L OF PLATS, PAGE 494, UNDER INSTRUMENT NO. 2778467000

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,214,418.21, E: 2,320,630.10) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000) AND A VERTICAL DATUM OF NAVD88 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET), WITH A COMBINED SCALE FACTOR OF 1.00006093 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF - 00°54'52"

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS

____ DAY OF _____, 20____, AT _____ M.

AND DULY RECORDED IN BOOK ____ OF SURVEYS AT PAGE(S) _____

AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF JOHNSON SURVEYING.

KOOTENAI COUNTY CLERK _____ BY: _____ DEPUTY CLERK

FEE: _____

SURVEYOR'S NARRATIVE

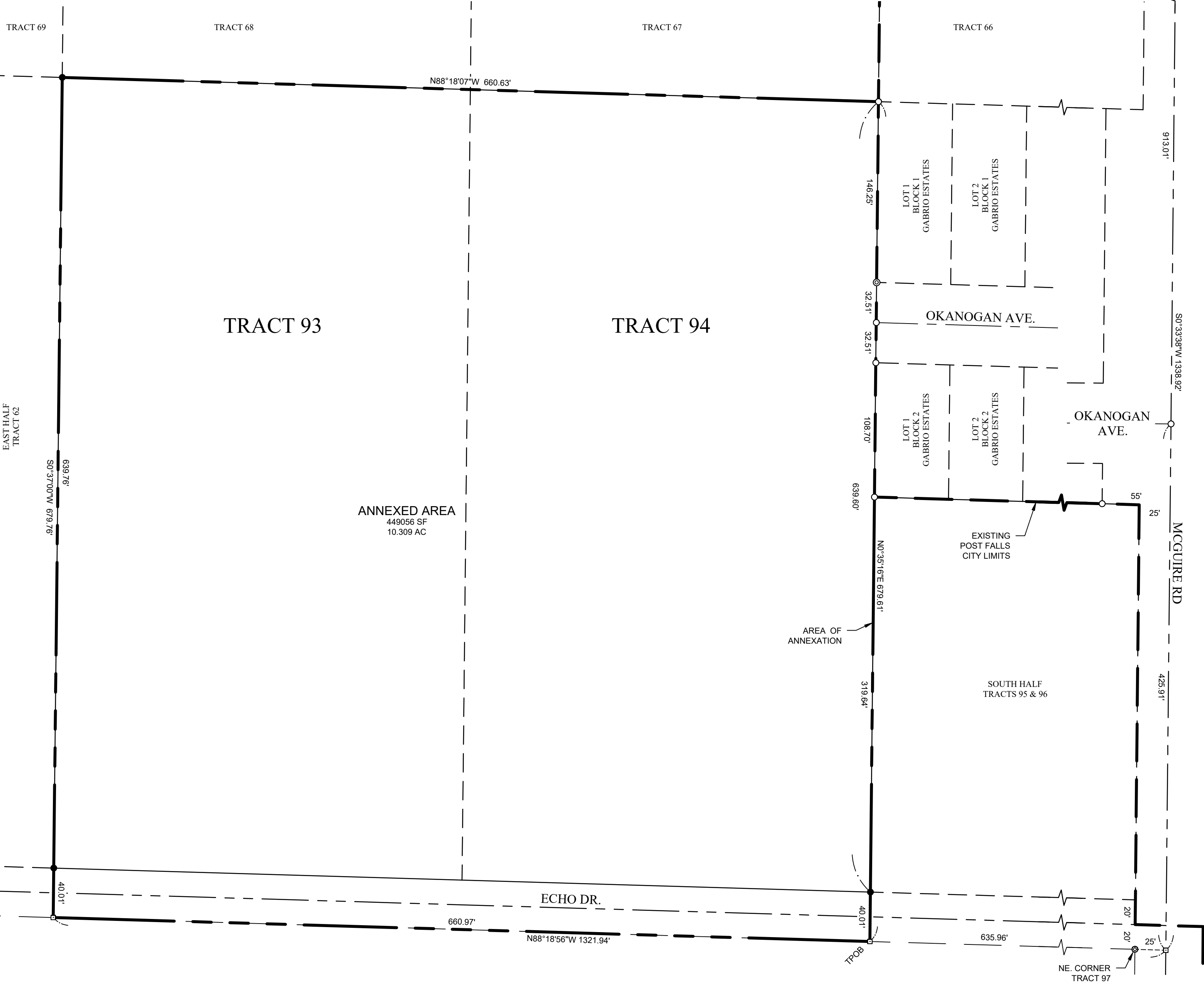
THE PURPOSE OF THIS SURVEY IS TO PREPARE A RECORD SURVEY FOR THE PURPOSE OF ANNEXATION INTO THE CITY OF POST FALLS. SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON.

SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367

DATE



NOTES

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS, RECORDED OR UNRECORDED. A TITLE REPORT WAS NOT PROVIDED FOR THIS SURVEY.

	RECORD OF SURVEY - ANNEXATION					
	TRACTS 93 AND 94 OF PLAT NO. 5 GREENACRES IRRIGATION DISTRICT SE 1/4 SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO					
	DATE SURVEYED: 12/4/2023	DRAFTED BY: DTL	PLLOT DATE: 09/23/2024	SHEET		P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
	FILE NAME: 23-203 SURVEY	CHECKED BY: CJJ	PROJECT No.: 23-203	11		

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Thurwachter, Planning Admin
SUBJECT: Ordinance - G2 Development Annexation (ANNX-25-2)

ITEM AND RECOMMENDED ACTION:

This item is the annexation ordinance for the G2 Development Annexation, which was approved by the city council following a public hearing on November 18, 2025.

DISCUSSION:

On November 18, 2025, the city council held a public hearing to consider a request to annex approximately 10.054 acres with Residential Mixed (RM) zoning along with a request to re-zone 8.3 acres to Residential Mixed (RM) zoning. The site is located southeast of the intersection of E. Horsehaven Avenue and N. Syringa Street. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved December 2, 2025. Upon recordation, the ordinance will annex the the 10.054 acre property into Post Falls and rezone all of the property to RM.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On December 2, 2025, the Development and Annexation Agreement was approved by City Council.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation;

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. G2 Annexation Ordinance

ORDINANCE NO. ____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 10.05 ACRES LOCATED AT 166 EAST HORSEHAVEN AVENUE AND ASSIGNING IT A ZONING DESIGNATION OF RESIDENTIAL MIXED; PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR A 8.3-ACRE ADJACENT PROPERTY LOCATED ON EAST HORSEHAVEN AVENUE FROM SINGLE FAMILY RESIDENTIAL TO RESIDENTIAL MIXED; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property and assign it a Residential Mixed (RM) zoning designation; and

WHEREAS, the owners of the adjacent real property described in Section 3 requested that the City Council of the City of Post Falls rezone the property from Single Family Residential (R-1) to the Residential Mixed zoning designation; and

WHEREAS, public hearings were held before both the Planning and Zoning Commission on July 29, 2025, and the City Council on November 18, 2025, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property described in Section 1 adjoins the city limits, and that Residential Mixed zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property; and

WHEREAS, the City Council has determined the real property described in Section 3 be rezoned as Residential Mixed and is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan and that the land uses would fit in with the general development of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Residential Mixed as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That the zoning classification for the 8.3-acre parcel described in Exhibit B is changed from Single Family Residential to Residential Mixed and that the official Zoning Map of the City of Post Falls be

amended to reflect the new zoning.

SECTION 4: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2025.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 10.054 acres and zoning it as Residential Mixed (RM) and rezoning the adjacent 8.3-acre property as RM. The properties are located at 166 East Horsehaven Avenue, Post Falls Idaho and are legally described as follows:

PARCEL A (ANNEXATION AND ZONING):

A PARCEL OF LAND BEING TRACT 19, BLOCK 35 OF POST FALLS IRRIGATED TRACTS TOGETHER WITH PORTIONS OF THE RIGHT-OF-WAY OF HORSEHAVEN AVENUE. LYING WITHIN THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 19, SAID POINT ALSO BEING ON THE EXISTING BOUNDARY OF THE CITY OF POST FALLS;

THENCE NORTH 0°39'56" EAST A DISTANCE OF 680.70 FEET ALONG SAID EXISTING CITY BOUNDARY TO A POINT ON THE NORTH RIGHT-OF-WAY OF HORSEHAVEN AVENUE; THENCE, LEAVING THE EXISTING BOUNDARY OF THE CITY OF POST FALLS ALONG SAID NORTH RIGHT-OF-WAY SOUTH 88°55'46" EASTS A DISTANCE OF 198.50 TO A POINT ON THE EXISTING BOUNDARY OF THE CITY OF POST FALLS;

THENCE, ALONG SAID EXISTING CITY BOUNDARY THE FOLLOWING THREE (3) CALLS:
1) SOUTH 1°04'14" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF HORSEHAVEN AVENUE.

2) SOUTH 88°55'46" EAST A DISTANCE OF 332.03 FEET ALONG SAID SOUTH RIGHT-OF-WAY.

3) NORTH 1°04'14" EAST A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OFWAY OF HORSEHAVEN AVENUE.

THENCE, ALONG SAID NORTH RIGHT-OF-WAY SOUTH 88°55'46" EAST A DISTANCE OF 132.68 FEET TO THE SOUTHEAST CORNER OF TRACT 14, BLOCK 35 OF POST FALLS IRRIGATED TRACTS;

THENCE, SOUTH 0°43'56" WEST A DISTANCE OF 681.04 FEET TO THE SOUTHEAST CORNER OF TRACT 19, BLOCK 35 OF POST FALLS IRRIGATED TRACTS;

THENCE, ALONG THE SOUTH LINE OF SAID TRACT 19 NORTH 88°53'58" WEST A DISTANCE OF 662.38 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10.054 ACRE, MORE OR LESS

PARCEL B (ZONE CHANGE):

A PARCEL OF LAND BEING A PORTION OF TRACT 20, BLOCK 35 OF POST FALLS IRRIGATED TRACTS. LYING WITHIN THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 20;

THENCE, ALONG THE SOUTH LINE OF TRACT 20, NORTH 88°53'58" WEST A DISTANCE OF 622.37 FEET;

THENCE, NORTH 0°35'45" EAST A DISTANCE OF 420.16 FEET;

THENCE, SOUTH 89°40'33" EAST A DISTANCE OF 130.83 FEET;

THENCE, NORTH 0°35'45" EAST A DISTANCE OF 198.52 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF HORSEHAVEN AVENUE;

THENCE, ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 88°55'46" EAST A DISTANCE OF 492.31 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 0°39'56" WEST A DISTANCE OF 680.70 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 8.272 ACRES, MORE OR LESS.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

EXHIBIT "A"

CITY OF POST FALLS ANNEXATION LEGAL DESCRIPTION

A PARCEL OF LAND BEING TRACT 19, BLOCK 35 OF POST FALLS IRRIGATED TRACTS TOGETHER WITH PORTIONS OF THE RIGHT-OF-WAY OF HORSEHAVEN AVENUE. LYING WITHIN THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 19, SAID POINT ALSO BEING ON THE EXISTING BOUNDARY OF THE CITY OF POST FALLS;

THENCE NORTH $0^{\circ}39'56''$ EAST A DISTANCE OF 680.70 FEET ALONG SAID EXISTING CITY BOUNDARY TO A POINT ON THE NORTH RIGHT-OF-WAY OF HORSEHAVEN AVENUE;

THENCE, LEAVING THE EXISTING BOUNDARY OF THE CITY OF POST FALLS ALONG SAID NORTH RIGHT-OF-WAY SOUTH $88^{\circ}55'46''$ EASTS A DISTANCE OF 198.50 TO A POINT ON THE EXISTING BOUNDARY OF THE CITY OF POST FALLS;

THENCE, ALONG SAID EXISTING CITY BOUNDARY THE FOLLOWING THREE (3) CALLS:

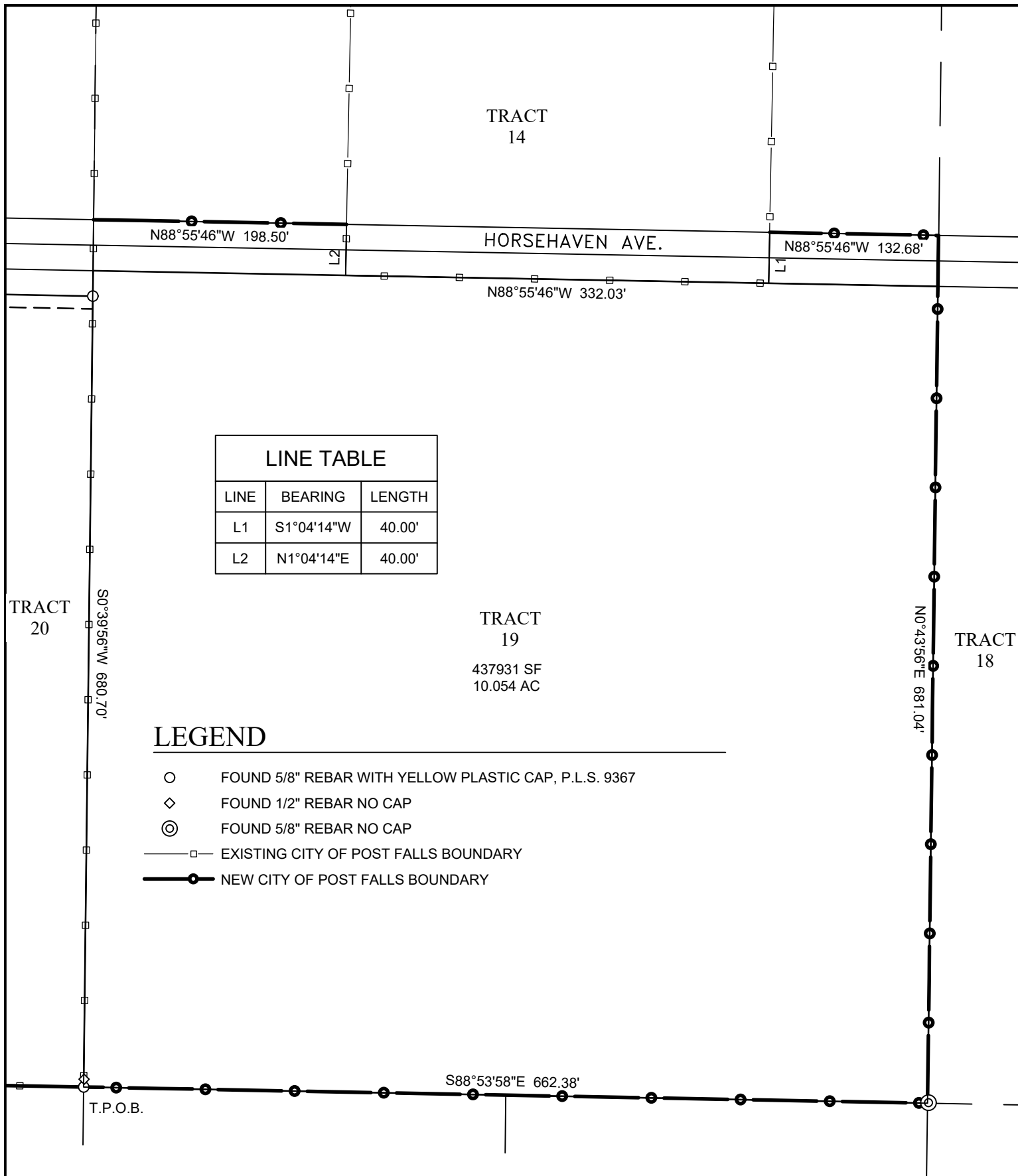
- 1) SOUTH $1^{\circ}04'14''$ WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF HORSEHAVEN AVENUE.
- 2) SOUTH $88^{\circ}55'46''$ EAST A DISTANCE OF 332.03 FEET ALONG SAID SOUTH RIGHT-OF-WAY.
- 3) NORTH $1^{\circ}04'14''$ EAST A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF HORSEHAVEN AVENUE.

THENCE, ALONG SAID NORTH RIGHT-OF-WAY SOUTH $88^{\circ}55'46''$ EAST A DISTANCE OF 132.68 FEET TO THE SOUTHEAST CORNER OF TRACT 14, BLOCK 35 OF POST FALLS IRRIGATED TRACTS;

THENCE, SOUTH $0^{\circ}43'56''$ WEST A DISTANCE OF 681.04 FEET TO THE SOUTHEAST CORNER OF TRACT 19, BLOCK 35 OF POST FALLS IRRIGATED TRACTS;

THENCE, ALONG THE SOUTH LINE OF SAID TRACT 19 NORTH $88^{\circ}53'58''$ WEST A DISTANCE OF 662.38 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 10.054 ACRES, MORE OR LESS.



ANNEXATION EXHIBIT

SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED: N/A

DRAFTED BY: ERH

PLOT DATE: 2/4/2025

SHEET

FILE NAME: 23-032

CHECKED BY: CJJ

PROJECT No.: 23-032

1 / 1

EXHIBIT "B"

CITY OF POST FALLS ZONE CHANGE

A PARCEL OF LAND BEING A PORTION OF TRACT 20, BLOCK 35 OF POST FALLS IRRIGATED TRACTS. LYING WITHIN THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 20;

THENCE, ALONG THE SOUTH LINE OF TRACT 20, NORTH 88°53'58" WEST A DISTANCE OF 622.37 FEET;

THENCE, NORTH 0°35'45" EAST A DISTANCE OF 420.16 FEET;

THENCE, SOUTH 89°40'33" EAST A DISTANCE OF 130.83 FEET;

THENCE, NORTH 0°35'45" EAST A DISTANCE OF 198.52 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF HORSEHAVEN AVENUE;

THENCE, ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 88°55'46" EAST A DISTANCE OF 492.31 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 0°39'56" WEST A DISTANCE OF 680.70 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 8.272 ACRES, MORE OR LESS.

TRACT
13

HORSEHAVEN AVE.

S88°55'46"E 492.31'

N0°35'45"E 198.52'

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◇ FOUND 1/2" REBAR NO CAP
- CN 1/16 FOUND 5/8" REBAR AND CAP MARKED PLS 9367

S89°40'33"E 130.83'

S0°35'45"W 420.16'

TRACT
20

360349 SF
8.272 AC

S0°39'56"W 680.70'

TRACT
19

N88°53'58"W 622.37'

T.P.O.B.

EXHIBIT "B"

SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: N/A

DRAFTED BY: ERH

PLOT DATE: 2/4/2025

SHEET

FILE NAME: 23-032

CHECKED BY: CJJ

PROJECT No.: 23-032

1
1

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Justin Sauder, Associate Planner
SUBJECT: Ordinance - McGuire Annexation (ANNX-25-4)

ITEM AND RECOMMENDED ACTION:

This item is the annexation ordinance for the McGuire Annexation, which was approved by the city council following a public hearing on December 2, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On December 2, 2025, the city council held a public hearing to consider a request to annex approximately 18.11 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning. The site is located on the southwest corner of North McGuire Road and West Poleline Avenue. Upon recordation, this ordinance will annex the property into the city.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On December 2, 2025, the city council held a public hearing and approved the request to annex approximately 18.11 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. McGuire Annexation Ordinance

ORDINANCE NO. ____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 18.11 ACRES LOCATED AT THE SOUTHWEST CORNER OF NORTH MCGUIRE ROAD AND WEST POLELINE AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on November 11, 2025, and the City Council on December 2, 2025, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Medium Density Residential (R-2) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Medium Density Residential (R-2) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the ____ day of _____, 2025.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 18.11 acres and zoning the property Medium Density Residential (R-2). The property is located at the southwest corner of N. McGuire Road and West Poleline Avenue, Post Falls Idaho, and is legally described as:

That portion of land located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 32, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho more particularly described as follow:

Tracts 1, 2, 31, and 32 of Plat 5, Greenacres Irrigation Districts, according to the plat thereof, recorded in Book B of Plats at Page 70, records of Kootenai County, Idaho, inclusive of the adjoining Rights of Way;

Beginning at the Northeast Corner of said Section 32 marked by a 2" aluminum cap marked "PLS 1969" per CP&F number 2137334000, from which the North Quarter Corner of said Section 32 marked by a 1" diameter pipe Per CP&F number 2889330000 bears North $88^{\circ}20'09''$ West a distance of 2637.42 feet;

Thence along the North line of the Northeast $\frac{1}{4}$ of said Section 32, North $88^{\circ}20'09''$ West a distance of 659.33 feet and the **Point of Beginning of this legal description**;

Thence leaving said North line, North $00^{\circ}37'05''$ East a distance of 25.00 feet to the North Right of Way line of Poleline Avenue;

Thence along said North Right of Way line South $88^{\circ}20'09''$ East a distance of 634.32 feet;

Thence leaving said North Right of Way line South $00^{\circ}35'52''$ West a distance of 50.01 feet to the intersection of the South Right of Way line of Poleline Ave with the West Right of Way line of McGuire Road;

Thence South $00^{\circ}35'52''$ West a distance of 1316.82 feet;

Thence North $88^{\circ}18'43''$ West a distance of 634.80 feet;

Thence North $00^{\circ}37'05''$ West a distance of 1341.55 feet to the **Point of Beginning of this legal description**.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

EXHIBIT A

McGUIRE ROAD ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Tracts 1, 2, 31, and 32 of Plat 5, Greenacres Irrigation Districts, according to the plat thereof, recorded in Book B of Plats at Page 70, records of Kootenai County, Idaho, inclusive of the adjoining Rights of Way;

Beginning at the Northeast Corner of said Section 32 marked by a 2" aluminum cap marked "PLS 1969" per CP&F number 2137334000, from which the North Quarter Corner of said Section 32 marked by a 1" diameter pipe Per CP&F number 2889330000 bears North 88°20'09" West a distance of 2637.42 feet;

Thence along the North line of the Northeast 1/4 of said Section 32, North 88°20'09" West a distance of 659.33 feet and the **Point of Beginning of this legal description**;

Thence leaving said North line, North 00°37'05" East a distance of 25.00 feet to the North Right of Way line of Poleline Avenue;

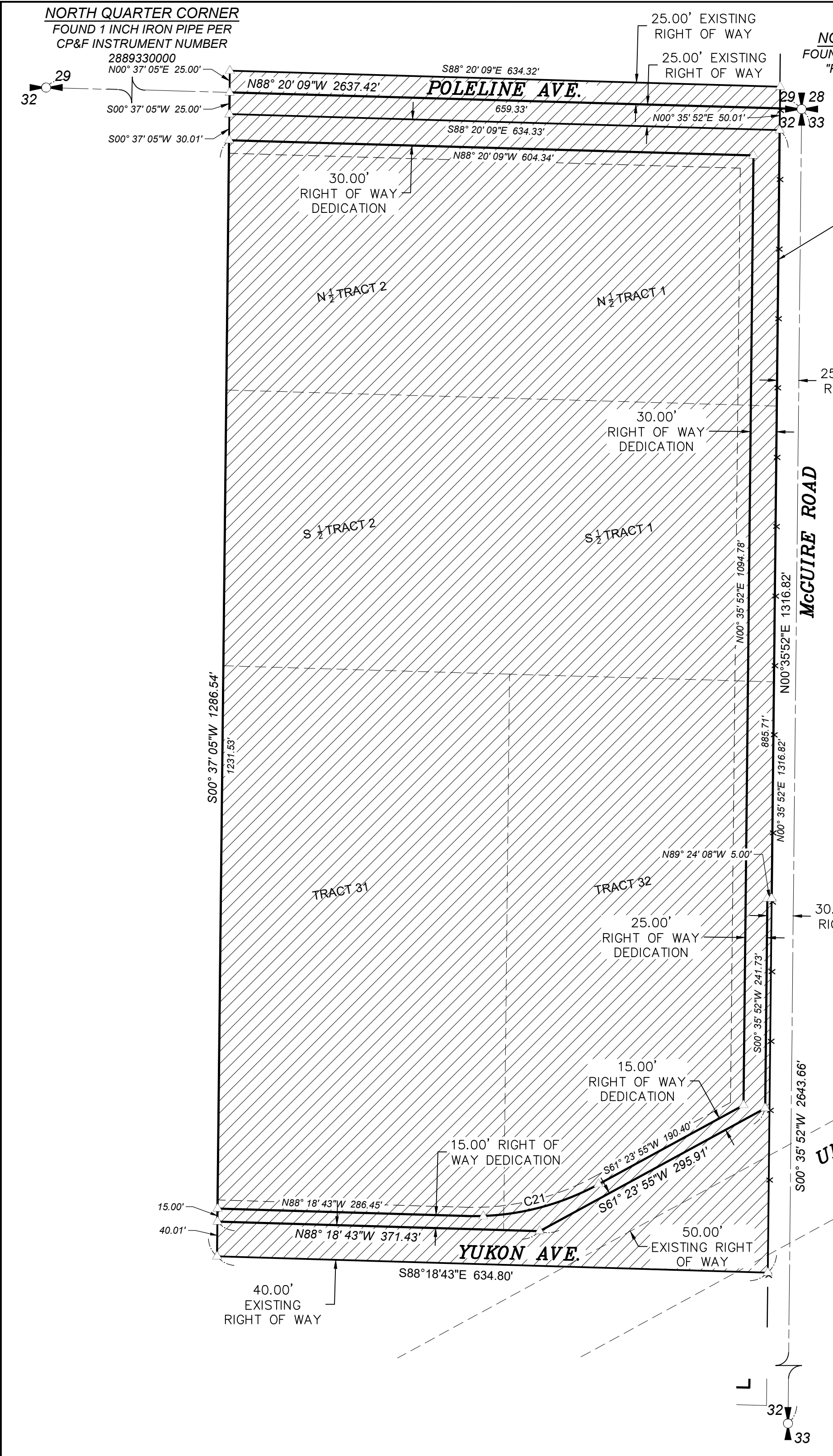
Thence along said North Right of Way line South 88°20'09" East a distance of 634.32 feet;

Thence leaving said North Right of Way line South 00°35'52" West a distance of 50.01 feet to the intersection of the South Right of Way line of Poleline Ave with the West Right of Way line of McGuire Road;

Thence South 00°35'52" West a distance of 1316.82 feet;

Thence North 88°18'43" West a distance of 634.80 feet;

Thence North 00°37'05" East a distance of 1341.55 feet to the **Point of Beginning of this legal description.**



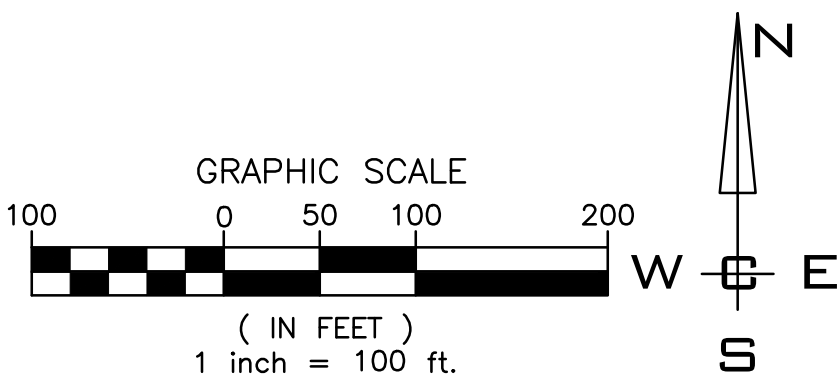
ANNEXATION EXHIBIT

RIGHT OF WAY AND EASEMENT DEDICATION
LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

LEGEND

- AREA TO BE ANNEXED
- EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	158.59	300.00	30.29	N76° 32' 36"E	156.75



WCE

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

PROJ #: 25-4061

DATE: 5/20/25

DRAFTED BY:RK/WAL

REVIEWED BY: RK

CIVIL
STRUCTURAL
☒ SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

McGUIRE ROAD
POLELINE TO YUKON

ANNEXATION EXHIBIT

SHEET
1 OF 1

JOB NUMBER
24-3892

CITY OF POST FALLS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1531 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

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

Section 1. That the sum of \$3,339,059 from unexpected revenues and unappropriated fund balances, be, and the same is hereby appropriated to defray the additional necessary expenses and liabilities of the City of Post Falls, Kootenai County, Idaho for the fiscal year beginning October 1, 2025, thereby amending and superseding prior appropriations contained in Ordinance 1531 of the City.

Section 2. Purposes and Amounts of Appropriation. That the objects and purposes for which such additional appropriations are made, and the amounts of such supplemental appropriations are as follows, after accounting for receipt of unscheduled revenues and authorizing expenditure of previously unappropriated fund balances:

ADDITIONAL REVENUES/FUNDING RESOURCES

GENERAL FUND:

FUND BALANCE REBUDGETED	\$	1,600,867
TOTAL GENERAL FUND RESOURCES		<u>1,600,867</u>

SPECIAL REVENUE FUNDS:

FUND BALANCE REBUDGETED		37,867
TOTAL SPECIAL REVENUE FUND RESOURCES		<u>37,867</u>

CAPITAL PROJECT FUNDS:

FUND BALANCE REBUDGETED		1,450,325
TOTAL CAPITAL PROJECT FUND RESOURCES		<u>1,450,325</u>

ENTERPRISE FUNDS:

FUND BALANCE REBUDGETED		250,000
TOTAL ENTERPRISE FUND RESOURCES		<u>250,000</u>

TOTAL PROPOSED REVENUES.....	\$	3,339,059
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ADDITIONAL EXPENDITURES AUTHORIZED

GENERAL FUND:		
POLICE		208,770
PARKS		271,065
STREETS		231,000
FACILITY MAINTENANCE		40,000
PARKS CONSTRUCTION		200,000
RECREATION		8,800
FLEET		600,232
CAPITAL IMPROVEMENT		41,000
TOTAL GENERAL FUND		1,600,867
SPECIAL REVENUE FUNDS:		
SPECIAL EVENTS		37,867
TOTAL SPECIAL REVENUE FUND EXPENSE		37,867
CAPITAL PROJECTS FUNDS:		
FACILITY RESERVE ACCOUNT		700,000
STREET IMPACT FEES		370,325
PARK IMPACT FEES		380,000
TOTAL CAPITAL PROJECTS FUND EXPENSE		1,450,325
ENTERPRISE FUNDS:		
WATER CONSTRUCTION		250,000
TOTAL CAPITAL PROJECTS FUND EXPEND		250,000
TOTAL PROPOSED EXPENDITURES.....	\$	3,339,059

Section 3. Tax Levy unaffected. That the tax levy established for the City of Post Falls for the Fiscal year beginning October 1, 2025, shall be unaffected by this ordinance.

Section 4. Amendment of Prior Appropriation Ordinance. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended and superseded to the extent of such conflict to conform to the appropriations made by this ordinance. The total appropriated expenditures for the Fiscal year beginning October 1, 2025, as amended by this ordinance, shall be as follows:

AMENDED AUTHORIZED EXPENDITURES/EXPENSES

GENERAL FUND:
ADMINISTRATION
FINANCE
CITY CLERK
LEGAL SERVICES
COMMUNITY DEVELOPMENT
SAFETY
PUBLIC WORKS
PARKS & RECREATION
CAPITAL IMPROVEMENTS/CONTRACTS
PERSONNEL
PERSONNEL POOL

ANNEXATION FEE ACCOUNT	
TOTAL GENERAL FUND.....	55,708,600
SPECIAL REVENUE FUNDS:	
COMPREHENSIVE LIABILITY INSURANCE	
STREET LIGHTS	
911 SUPPORT	
DRUG SEIZURE	
SPECIAL EVENTS	
CEMETERY CAPITAL IMPROVEMENT	
TOTAL SPECIAL REVENUE FUND EXPENDITURES.....	2,313,018
CAPITAL PROJECTS FUNDS:	
FACILITY RESERVE ACCOUNT	
CAPITAL IMPROVEMENTS	
TOTAL CAPITAL PROJECTS FUND EXPENDITURES.....	31,856,325
DEBT SERVICE FUNDS:	
LID DEBT SERVICE	
TOTAL DEBT SERVICE FUND EXPENDITURES.....	-
ENTERPRISE FUNDS:	
SEWER	
SANITATION	
WATER	
TOTAL ENTERPRISE FUND EXPENSES.....	78,893,745
TOTAL ALL FUND EXPENDITURES/EXPENSES.....	168,771,688

Section 5. This ordinance shall take effect and be in full force upon its passage, approval and publication of a summary of the ordinance in one issue of the Post Falls Press, a newspaper of general circulation in the City of Post Falls, and the official newspaper of said City.

Section 6. The city attorney may correct scrivener's errors in this ordinance by filing a corrected copy with the city clerk

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Post Falls, Kootenai County, Idaho at a convened meeting of the City of Post Falls City Council held on the 16th day of December, 2025.

RONALD G. JACOBSON, MAYOR

ATTEST:

SHANNON HOWARD, CITY CLERK

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/16/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator, Field Herrington, City Attorney

SUBJECT: Ordinance - Parade

ITEM AND RECOMMENDED ACTION:

Staff requests that the City Council review the returning Parade Code update and consider approval and adoption of the ordinance as presented.

DISCUSSION:

This ordinance returns to Council following prior discussions on establishing a formal permitting structure for parades and related events conducted within public streets and rights-of-way. The returning ordinance reflects Council direction from earlier presentations and discussions held throughout 2024 and 2025.

Background and Process to Date

Staff has continued meeting with community partners, agencies, and event representatives to refine the ordinance and ensure alignment with operational needs, public safety, and community expectations. The timeline below summarizes work completed since the ordinance was first introduced:

Parade Update Timeline (2024–2025)

May 7, 2024 – Council Presentation on Parade Support.

March 4, 2025 – Draft Parade Ordinance was presented to Council for initial discussion.

March 18, 2025 – Staff met with Community Ambassadors (Shelly) to discuss operational needs, application expectations, and support considerations.

March / April 2025 – Staff met with the following agencies to discuss Memorandum of Understanding (MOU) structures and coordination models:

April 23, 2025 – Staff connected the Ambassadors with a sponsorship opportunity to support future events.

July 12, 2025 – Parade conducted under current rules while ordinance development continued.

Ongoing (2025) – Key MOU points were reviewed to complement the ordinance and improve clarity between the City and event partners.

2026 (Prior to Parade) - Present MOU with Parade sponsor to Council for adoption.

Summary of Returning Ordinance

The ordinance establishes a structured permitting framework for parades and similar events utilizing public streets and rights-of-way. Required application elements, insurance standards, safety provisions, and time-place-manner guidelines are included, consistent with Council's prior direction. The ordinance also emphasizes: improved public safety planning, transparent permitting expectations for applicants, reduced operational strain on City departments, and consistency with prior Council discussion of policy goals.

Next Steps

If adopted, staff will finalize implementation procedures, notify community partners, and prepare associated public information materials.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Parade Support Presentation – **May 7, 2024**

Draft Parade Ordinance Introduction – **March 4, 2025**

APPROVED OR DIRECTION GIVEN:

Council previously directed staff to refine the draft ordinance, conduct outreach with partner agencies, and return the ordinance for consideration.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

There is no direct fiscal impact associated with returning the ordinance for review. Any cost implications would occur through future implementation steps, including permit administration and event coordination.

BUDGET CODE:

N/A

ATTACHMENTS:

1. ORD Parade

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF CHAPTER 10.28 OF THE POST FALLS MUNICIPAL CODE RELATING TO PARADES, FUNERAL PROCESSIONS AND TEMPORARY STREET CLOSURES; ESTABLISHING PERMITTING REQUIREMENTS AND REGULATIONS FOR EVENTS IMPACTING PUBLIC STREETS, ALLEYS, AND RIGHTS-OF-WAY; PROVIDING FOR DEFINITIONS, APPLICATION PROCEDURES, APPROVAL CRITERIA, INSURANCE REQUIREMENTS, AND TIME, PLACE, AND MANNER RESTRICTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES, AND APPEALS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING THAT ADOPTION WILL NOT AFFECT THE PROSECUTION OF VIOLATIONS, THE COLLECTION OF PENALTIES, THE VALIDITY OF PRIOR ACTIONS, OR MATTERS PENDING; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the City of Post Falls is responsible for maintaining public safety, order, and efficient management of public spaces, including streets, sidewalks, and rights-of-way; and

WHEREAS, the City of Post Falls recognizes the importance of parades, funeral processions, and public assemblies as a form of public expression and community engagement; and

WHEREAS, the City seeks to ensure that parades, funeral processions, and temporary street closures are conducted in a manner that minimizes disruption to traffic flow, emergency services, and local businesses while safeguarding participants and the general public; and

WHEREAS, the current chapter 10.28 of the Post Falls Municipal Code requires updates to clarify permitting requirements, establish clear application procedures, and provide enforcement mechanisms consistent with best practices and legal standards; and

WHEREAS, the Mayor and City Council of the City of Post Falls find it necessary to amend chapter 10.28 to enhance the permitting process, streamline enforcement, and ensure fair and consistent application of the law; and

WHEREAS, after the recommendation of the Administration and Legal Department, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code chapter 10.28 is repealed, and a new chapter 10.28 is adopted as follows:

Chapter 10.28 Parades, Funeral Processions, and Temporary Street Closures

10.28.010. Definitions.

Words in this title used in the present tense include the future; the plural includes the singular; the words "must," "shall" and "will" indicate a mandatory requirement, while the word "may" indicates that discretion may be used; and the words "used" or "occupied" are considered to be followed by the words "or intended, arranged, or designed to be used or occupied."

Unless the context indicates otherwise, the following terms, used in this title, have the following meanings:

Applicant means any *Person* applying for a *Permit* pursuant to this chapter.

Chief of Police means the chief of police of the City of Post Falls or their authorized designee.

City Clerk means the city clerk of the City of Post Falls or their authorized designee.

Community Development Director means the community development director of the City of Post Falls or their authorized designee.

Event means any organized gathering, including but not limited to *Parades, Funeral Processions*, public assemblies, festivals, parties, temporary street closures, and other activities that require the use of public streets, alleys, sidewalks, or rights-of-way, and that may impact traffic flow, public safety, or city services.

Fire Chief means the fire chief of the Kootenai County Fire and Rescue or their authorized designee.

Funeral Procession means a procession of vehicles traveling together to a burial site, crematory, or funeral service as part of a funeral ceremony.

Parade means a procession consisting of persons, animals, floats, or other vehicles, or a combination thereof, in a *Public Street or Alley*.

Permit means any permit as required by this chapter. An approved application will serve as the permit.

Permittee means any *Person*, firm, partnership, association, corporation, company, or organization of any kind granted a *Permit* for a *Parade*.

Person means a person, firm, partnership, association, corporation, company, or organization.

Public Street or Alley means any place or way set aside or open to the general public for primary purposes of vehicular traffic, including any berm or shoulder, parkway, right-of-way, or median strip thereof.

Public Works Director means the public works director of the City of Post Falls or their authorized designee.

Spontaneous Event means a gathering for First Amendment expressive activity that occurs in response to breaking or emerging news.

10.28.020 Permits.

- A. **Permits Required.** It is unlawful for any *Event* to occupy, close, march upon, or proceed along any *Public Street or Alley* except in accordance with a *Permit* issued by the *City Clerk*, in compliance with this chapter and all applicable local, state, and federal laws. This requirement does not apply to *Spontaneous Events*, subject to section 10.28.090 of this chapter.
- B. **Application for Permits.** An *Applicant* must obtain an application form from the city and file a completed application with the *City Clerk*. An application for a *Permit* that does not require a new or modified traffic control plan must be filed at least five (5) business days,

but not more than one (1) year, before the date of the proposed *Event*. An application for a *Permit* that requires a new or modified traffic control plan must be filed at least ten (10) business days, but not more than one (1) year, before the date of the proposed *Event*. Late applications will not be accepted.

The *City Clerk* will forward a completed and timely filed application to the appropriate city departments and outside agencies for comments, including, but not limited to, the police department, fire district, parks and recreation department, and community development department. City departments and outside agencies may request information from the *Applicant* that is necessary to show compliance with applicable provisions of law. Information may be requested on the *Permit* application form or through written or oral inquiries.

Only one (1) *Permit* may be issued for each exact date and location. The *City Clerk* will issue *Permits* on a first come, first served basis.

Permit application fees will be set by resolution of the city council. The application fee must be paid at the time an application is filed. The fee is non-refundable unless the application is withdrawn on the same date it is submitted.

C. **Conditional approval.** Based on the factors listed in this section and in accordance with the time, place, and manner restrictions outlined in section 10.28.060 of this chapter, the *City Clerk* may authorize a *Permit* for an *Event* on a date, at a time, for a duration, at a location, or in a manner different than that requested by the *Applicant*. In such a case, the *City Clerk* may propose a conditional *Permit*, setting forth conditions that differ from those proposed by the *Applicant*. If the *Applicant* desires to accept such conditions, then the *Applicant* must consent to such conditions in writing within five (5) business days from the date of the *City Clerk's* notice of determination. Upon written consent by the *Applicant* to the conditions, the *City Clerk* will issue the *Permit*.

D. **Standards for denial.** The *City Clerk* may deny an application for a *Permit* when the *City Clerk* finds that:

1. The *Applicant* failed to file a complete application;
2. The *Applicant* failed to file an application timely;
3. The *Applicant* failed to pay the full application fee;
4. The application contains false information;

5. The *Applicant* has, on prior occasions, made material misrepresentations regarding the nature or scope of a *Event*;
 6. The *Applicant* has violated terms of prior *Permits* issued to the *Applicant*;
 7. The *Event* would interfere with another *Event* for which a *Permit* has been issued;
 8. Sufficient emergency services, such as police, fire, and ambulance, are not available for the *Event*;
 9. The *Event* would prevent or unreasonably inhibit emergency services from being provided to the public;
 10. The *Event* would unreasonably impact private businesses;
 11. The *Event* presents an unreasonable risk to public safety;
 12. The *Event* would cause damage to public property;
 13. There is clear and convincing evidence that the *Applicant* intends to engage in violence during the *Event*; or
 14. The *Applicant* failed to demonstrate compliance with applicable laws and regulations, including, but not limited to, the requirements of this chapter, Idaho Code, or the Idaho Department of Transportation.
- E. **Time for determination.** The *City Clerk* will act on an application for a *Permit* that does not require a new or modified traffic control plan within three (3) business days from filing a completed application. The *City Clerk* will act on an application for a *Permit* that requires a new or modified traffic control plan within five (5) business days from filing a completed application. However, if other city departments request additional information, then the time for acting on an application will be extended by the number of days that it takes the *Applicant* to satisfactorily respond to such request for additional information, not to exceed two (2) additional business days for a *Permit* that does not require a new or modified traffic control plan or five (5) additional business days for a *Permit* that requires a new or modified traffic control plan.
- F. **Notice of determination.** The *City Clerk* will notify the *Applicant* in writing of the director's determination. If the *City Clerk* determines to deny the *Permit*, then the written notice of determination must set forth the reason(s) for denial, and the *Applicant* will have the right of appeal set forth in section 10.28.100 of this chapter.

- G. **Hold Harmless Agreement.** At the time of application, the *Applicant* must sign a hold harmless agreement provided by the City wherein the *Applicant* agrees to defend, indemnify, and hold the City of Post Falls, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligent or otherwise wrongful acts or omissions of the *Applicant*, its officers, agents, or employees related in any way to the *Permit*.
- H. **Additional amenities.** Upon or after *Permit* issuance, the *City Clerk* may require the *Applicant* to provide specific amenities, such as portable toilets, garbage cans, security, and signage, based on the anticipated number of participants and the area in which the *Event* will be held. The city may, but is under no obligation to, provide additional services to the *Applicant*.

10.28.030 Parades.

- A. **Application Requirements.** Each *Parade Permit* application must include:
1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
 2. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Person* in charge of the *Parade*, if different from the *Applicant*;
 3. The date when the *Parade* is to be conducted;
 4. The name of the *Parade*, if any;
 5. The time the *Parade* will begin to form and the time the *Parade* will begin movement;
 6. The place where the *Parade* will form;
 7. The route of the *Parade*;
 8. The place and time the *Parade* will disband;
 9. The approximate number of participants, not including spectators, who will participate in the *Parade* and the maximum number who will be allowed to participate;
 10. The approximate number of marchers, animals, floats, automobiles, or other vehicles in the *Parade*;
 11. The *Applicant's* prior *Parade* history within the City of Post Falls; if the *Applicant* has not previously applied for or conducted a *Parade* within the City of Post Falls, then the *Applicant's* prior *Parade* history within the State of Idaho; in either case, the *Applicant*

- must indicate the number of *Parade* or similar permits for which the *Applicant* has previously applied;
12. A certification that the *Applicant* will comply with the city's nuisance regulations, as outlined in Post Falls Municipal Code chapter 8.04;
 13. A thorough plan for controlling disorderly or violent conduct if such might reasonably be expected;
 14. A traffic control plan drawn up by an engineering firm or by a traffic control supervisor;
 15. A plan for sanitary and medical facilities;
 16. A plan for cleanup;
 17. The certificate(s) of insurance and additional insured required by this chapter;
 18. A statement that the *Parade* will continue to move in a reasonable manner and that any willful and excessive delay of said *Parade*, except when reasonably required for safety, will constitute a violation of the *Permit*;
 19. A certification that the *Applicant* agrees to adhere to and be bound by all commitments and requirements outlined in the application;
 20. Any requests for exceptions from the requirements established by this chapter due to unique circumstances associated with the *Parade*; and
 21. Such other information as the *Public Works Director, Chief of Police, Fire Chief, or Community Development Director* may be deemed reasonably necessary.

B. Insurance Requirements. At its sole expense, the *Applicant* must procure and maintain liability insurance in full force and effect. By requiring insurance herein, the City of Post Falls does not represent that coverage and limits are necessarily adequate to protect the *Applicant*. Such coverage and limits must not be deemed a limitation on the *Applicant's* liability under the indemnities granted to the City of Post Falls in the hold harmless agreement referenced in section 10.28.020 G. of this chapter. An authorized representative of the *Applicant's* insurance carrier must sign all certificates of insurance. Certificates must show the following minimum coverages:

1. Workers' compensation insurance meeting the statutory requirements of the State of Idaho, if applicable.
2. Commercial general liability insurance, if applicable, providing limits of liability in the following amounts:

- General aggregate: Two million dollars (\$2,000,000);
 - Product/Completed Operations Aggregate: Two million dollars (\$2,000,000);
 - Personal & Advertising Injury Liability: One million dollars (\$1,000,000);
 - Per occurrence: One million dollars (\$1,000,000);
 - Damage to Premises Rented: Fifty thousand dollars (\$50,000);
 - Automobile Liability: Five hundred thousand dollars (\$500,000.00) per occurrence.
3. The City of Post Falls must be listed as an additional insured.
 4. The *Applicant* must keep the workers' compensation, commercial general liability, and comprehensive automobile liability insurance policies required herein in effect for the duration of the *Parade*.

10.28.040. Funeral Processions.

A. Application Requirements. Each *Funeral Procession Permit* application must include:

1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
2. The date when the *Funeral Procession* is to be conducted;
3. The time the *Funeral Procession* will begin to form and the time the *Funeral Procession* will begin movement;
4. The route of the *Funeral Procession*;
5. The place and time the *Funeral Procession* will disband;
6. The approximate number of participants who will participate in the *Funeral Procession*;
7. A statement that the *Funeral Procession* will continue to move in a reasonable manner and that any willful and excessive delay of said *Funeral Procession*, except when reasonably required for safety, will constitute a violation of the *Permit*;
8. A certification that the *Applicant* agrees to adhere to and be bound by all commitments and requirements outlined in the application;
9. Any requests for exceptions from the requirements established by this chapter due to unique circumstances associated with the *Funeral Procession*; and
10. Such other information as the *Public Works Director, Chief of Police, Fire Chief, or Community Development Director* may be deemed reasonably necessary.

- B. **Identification.** A *Funeral Procession* of Vehicles must be identified as such by such method as may be determined and designated by the *Chief of Police*.
- C. **Driver Compliance.** Each driver in a *Funeral Procession* must follow the lead of the Vehicles ahead as closely as may be practical and safe.

10.28.050. Temporary Street Closures.

- A. **Application Requirements.** Each temporary street closure *Permit* application must include:
 - 1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
 - 2. Specific streets or portions to be closed, including cross streets;
 - 3. The exact date(s) and start/end time(s) for the proposed closure. If applicable, include setup and teardown times;
 - 4. The purpose of the closure, including a description of the *Event* or activity requiring the closure.
 - 5. A detailed plan demonstrating compliance with the Manual on Uniform Traffic Control Devices (MUTCD), including proposed barricades, detour routes, and signage placement;
 - 6. Description of measures to ensure emergency vehicle access and coordination with emergency services if necessary;
 - 7. Documentation of efforts to notify affected residents, businesses, or property owners about the closure, including methods of communication (e.g., flyers, mailers, or public notices);
 - 8. Proof of liability insurance if required by the city, naming the city as an additional insured party; and
 - 9. Any other documentation or conditions the *City Clerk* requires to ensure public safety and minimal disruption.
- B. **Approval Criteria.** The *City Clerk* may issue a *Permit* for a temporary street closure, such as for a party, festival, or special event, only if the following conditions are met. The city may impose additional mitigation measures as necessary:
 - 1. The flow of traffic within the community and within the adjacent neighborhood will not be adversely or unnecessarily affected.

2. The provision of emergency services would not be adversely affected by the temporary closure.
3. The hours of closure will not unreasonably disrupt the peaceful enjoyment of the use of adjoining lands and buildings.
4. The organizers have made a good faith effort to notify all households adjoining the street section to be closed and have designed *Events* to minimize impairment of access to adjoining land uses.
5. The street closure signage and control plan is in substantial compliance with the "Manual On Uniform Traffic Control Devices."

10.28.060. Time, Place, Manner Restrictions.

The terms and conditions of a *Permit* must not infringe upon rights of petition, assembly, or free expression protected by the First Amendment of the United States Constitution and/or the Idaho Constitution. However, the City of Post Falls may impose reasonable time, place, and manner restrictions in accordance with applicable law.

The following restrictions apply:

- A. The *Permittee* and participants must comply with the *Permit's* event-specific conditions.
- B. *Events* may only occur between 7:00 a.m. and 11:00 p.m.
- C. No *Event* may exceed three (3) hours in length. City street setup and dispersal, including barricade removal, will not be included in such time limit.
- D. All participants must assemble for the *Event* at the time and in the location designated in the *Permit* and must disperse from public property after the conclusion of the *Event* so that regular traffic patterns can be restored.

10.28.070. Street Closures - Driving Through Prohibited.

It is unlawful for a driver of a *Vehicle* to drive between the *Vehicles* comprising *Parade*, *Funeral Procession*, or other authorized procession while they are in motion and when such *Vehicles* are conspicuously designated. It is unlawful to drive through or across a *Parade* or *Funeral Procession* in progress or through a street that has been temporarily closed. The foregoing prohibitions will not apply when authorized by a police officer or other authorized monitor of the street closure.

10.28.080 Enforcement and Revocation.

- A. The *Chief of Police* may revoke *Permits* in cases of non-compliance, public safety threats, or violations of *Permit* conditions.
- B. Written notice of revocation must be provided, and appeals may be filed within 48 hours.

10.28.090 Spontaneous Events.

Spontaneous Events are exempt from prior permitting but must not block traffic or impede public safety services without prior approval from the *City Clerk*.

10.28.100 Appeals Process.

An *Applicant* for a *Permit* has the right to appeal the *City Clerk's* conditional approval or denial of a *Permit* to the City Administration Department within forty-eight (48) hours after receipt of the notice of denial or conditional approval. An *Applicant* must file a written notice of appeal with the *City Clerk* setting forth the specific bases of appeal. The City Administration Department may hold a hearing on the appeal or issue a decision without holding a hearing based on the application materials submitted; comments from city and agency staff including, but not limited to, the *Chief of Police*, *Fire Chief*, parks and recreation director and *Community Development Director*; the written decision of the *City Clerk*; and the notice of appeal. The City Administration Department must issue a decision before the planned date and time of the *Event* and, in any event, within seven (7) business days from the date the notice of appeal is filed with the *City Clerk*. The City Administration Department's decision is final and binding.

A *Permittee* who has been issued a *Permit*, which has been revoked pursuant to section 10.28.080 of this chapter, shall have the right to appeal such revocation to the City Administration Department within forty-eight (48) hours after receipt of written notice of revocation. An *Applicant* must file a written notice of appeal with the *City Clerk* setting forth the specific bases of appeal. The City Administration Department may hold a hearing on the appeal or issue a decision without holding a hearing based on the application materials submitted; comments from city and agency staff including, but not limited to, the *Chief of Police*, *Fire Chief*, parks and recreation director, and *Community Development Director*; the written decision of the *City Clerk* to issue the *Permit*; the written notice of revocation; the evidence relied upon in deciding to revoke the *Permit*; and the

notice of appeal. The City Administration Department must issue a decision before the planned date and time of the *Event* and, in any event, within two (2) business days from the date the notice of appeal is filed with the *City Clerk*. The City Administration Department's decision is final and binding.

10.28.110 Penalties.

It is unlawful for any *Person* to knowingly conduct or participate in a permitted *Event* in violation of any of the terms or conditions of said *Permit*.

Any *Person* who violates or fails to comply with the provisions of this chapter is deemed guilty of a misdemeanor and, upon conviction thereof, will be punished as provided by PPMC 1.24.010.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed before the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action previously taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The city clerk shall cause the Post Falls Municipal Code, to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 5. The city attorney may correct scrivener's errors in this ordinance by filing a corrected copy with the city clerk.

SECTION 6. The provisions of this ordinance are severable, and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 7. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on December ____ 2025.

APPROVED, ADOPTED, and SIGNED this day of December, 2025.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF CHAPTER 10.28 OF THE POST FALLS MUNICIPAL CODE RELATING TO PARADES, FUNERAL PROCESSIONS AND TEMPORARY STREET CLOSURES; ESTABLISHING PERMITTING REQUIREMENTS AND REGULATIONS FOR EVENTS IMPACTING PUBLIC STREETS, ALLEYS, AND RIGHTS-OF-WAY; PROVIDING FOR DEFINITIONS, APPLICATION PROCEDURES, APPROVAL CRITERIA, INSURANCE REQUIREMENTS, AND TIME, PLACE, AND MANNER RESTRICTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES, AND APPEALS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING THAT ADOPTION WILL NOT AFFECT THE PROSECUTION OF VIOLATIONS, THE COLLECTION OF PENALTIES, THE VALIDITY OF PRIOR ACTIONS, OR MATTERS PENDING; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County, Idaho, hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which amends chapter 10.28 of the Post Falls Municipal Code regarding parades, funeral processions, and temporary street closures. This ordinance updates definitions, establishes detailed permit application requirements, provides a structured review and approval process, outlines insurance and indemnification obligations, and strengthens enforcement and revocation provisions. The ordinance ensures that events requiring temporary street closures are conducted safely, efficiently, and with minimal disruption to public services and local businesses. The ordinance also clarifies exceptions for funeral processions and spontaneous events and provides for repeal of conflicting ordinances and severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this ____ day of December, 2025.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which amends chapter 10.28 of the Post Falls Municipal Code regarding parades, funeral processions, and temporary street closures. This ordinance updates definitions, establishes detailed permit application requirements, provides a structured review and approval process, outlines insurance and indemnification obligations, and strengthens enforcement and revocation provisions. The ordinance ensures that events requiring temporary street closures are conducted safely, efficiently, and with minimal disruption to public services and local businesses. The ordinance also clarifies exceptions for funeral processions and spontaneous events, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of December, 2025.

Field K. Herrington, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Seale, Community Development Director
SUBJECT: Urban Renewal Technology District Plan Amendment

ITEM AND RECOMMENDED ACTION:

Community Development staff request the City Council approve the ordinance amending the Post Falls Technology Urban Renewal District.

DISCUSSION:

North Idaho Holdings, LLC (a joint venture of Kootenai Health, and Multi Care Health Systems) and their development partners Parkwood Properties and Lake Side Companies is requesting an amendment to the Technology District URD. The amendment would allow reimbursement of public infrastructure improvements for the proposed Prairie Medical Campus and surrounding area near the southeast corner of Highway 41 and Prairie Avenue.

When the Tech Park URD was adopted in 2018, much of the areas south of Prairie were unknown and only included the bare minimum of information related to necessary infrastructure improvements. With the proposed development of the medical campus along with the anticipated mixed-use along Prairie Ave, the URA is now looking to amend the plan to include updated infrastructure plans.

The proposed streets, water and wastewater infrastructure projects are expected to help serve the commercial and industrial development in the northeast section of the city, along with the adjoining medical campus and mixed-uses along Prairie Ave. Through the adoption of this amendment, Urban Renewal will be able to consider reimbursement of street, water and wastewater improvements, helping to ensure the installation of these projects on an earlier timeline and reducing the number of phases necessary for completion. The widening and extension of Zorros and Fennecus in particular will provide the backage roads as identified in the City's Transportation Master Plan.

Updates to the infrastructure projects includes:

Prairie Medical Campus (PMC) \$1,124,919 (2025 est. cost)

Public water and sewer infrastructure in and round the PMC, Hwy 41 right-in-right-out, Prairie Ave entrances and turn lanes

Zorros Improvements \$917,492 (2025 est. cost)

Full collector street improvements from Prairie Ave to Prosper including utilities

Prosper Improvements \$2,752,893 (2025 est. cost)

Full Collector street improvements from Hwy 41 to Fennecus, adjacent to the PMC and new city park, including utilities

Fennecus Improvements \$1,599,044 (est. cost)

Full Collector street improvements from Prairie Ave to full build out connection point north of Hope, including utilities

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

October 16, 2018, the City Council of the City of Post Falls adopted Ordinance No. 1349 establishing the Post Falls Technology Urban Renewal District

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Urban Renewal District Funding

BUDGET CODE:

N/A

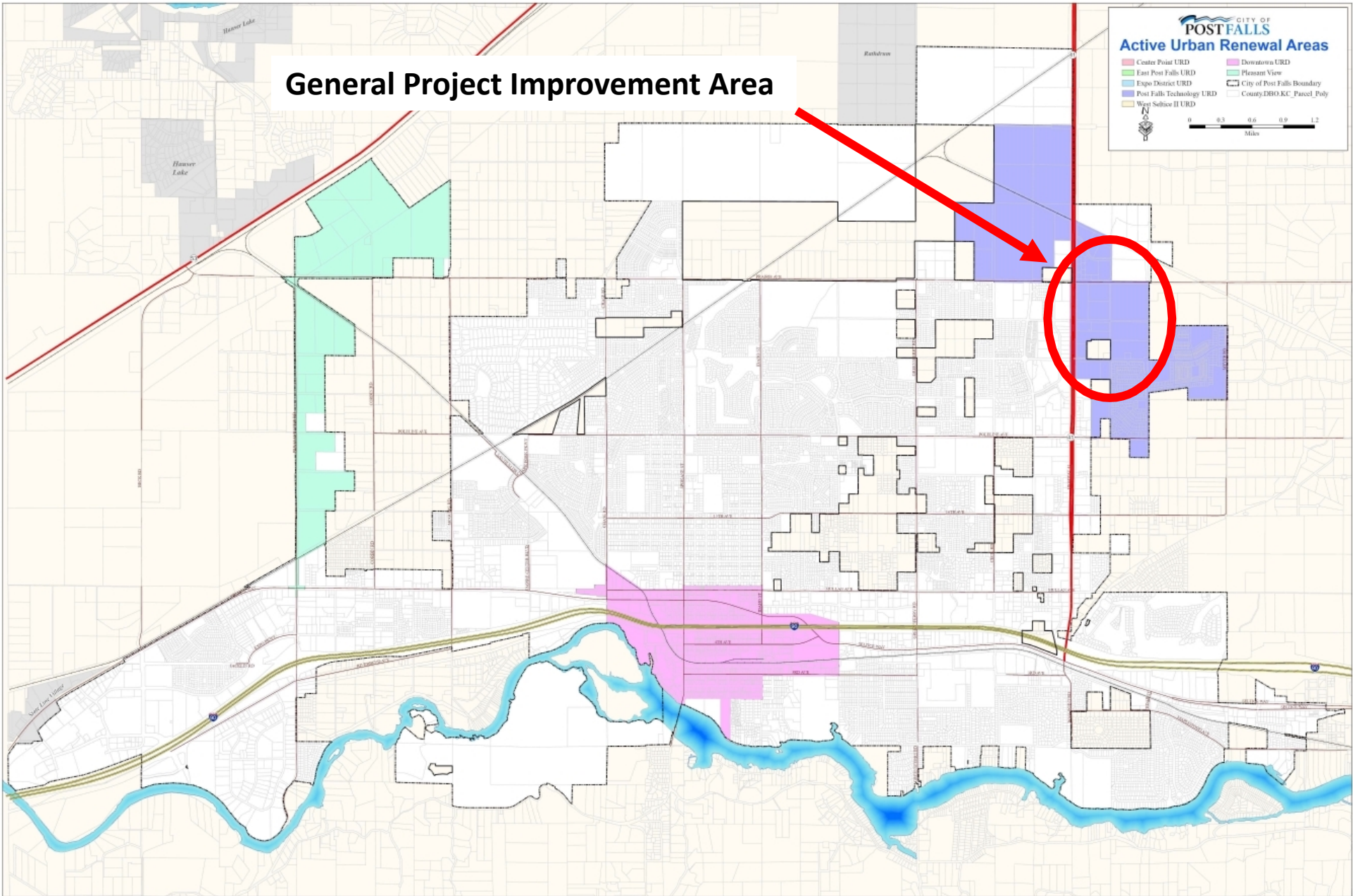
ATTACHMENTS:

1. PowerPoint Tech Park URD amendment
2. 2025.11.20 Final Ordinance
3. REVISED APPENDIX A
4. PF Technology District Plan Amendment



Urban Renewal Technology District Plan Amendment

Bob Seale
Community Development Director
December 16, 2025



Overview

- October 16, 2018, the City Council established the Post Falls Technology URD
- Fall 2025, North Idaho Health Care Holdings, LLC requested the Plan be amended.

*I.C. § 50-903A(1)(a)(iv) provides that if a **Plan amendment** is made to “support growth or development of a commercial... or industrial project in an existing revenue allocation area”, then it does not constitute a Plan modification, which would reset the base value of the revenue allocation area;*

Purpose of Ordinance for Amendment

- Post Falls Urban Renewal Agency passed a resolution Nov. 20, 2025, stating the purposes and major goals of the plan are:
- *To create and expand public infrastructure and public facilities within the entire Urban Renewal District;*
- *To enhance and improve transportation routes and collector streets within the District to enhance future development;*
- *To strengthen the District and enhance related commercial development and support with the Project Area; and*
- *To provide commercial and recreational facilities for the residents of Post Falls and visitors;*

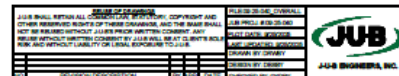
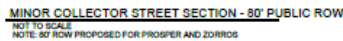
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For David GDS 025 445 PM Publisher's Code Handbook
 (http://www.davidgds.com) or call 025 445 4455 for more information.
 The David GDS Group is a leading international publisher of books, journals, and

PROPOSED WATER MAIN = _____

PROPOSED SEWER MAIN = _____



SHEET
URA

*Amended Infrastructure Items**

Prairie Medical Campus (PMC)		\$ 1,124,919
Public water and sewer infrastructure in and round the PMC, Hwy 41 right-in-right-out, Prairie Ave entrances and turn lanes	(2025 Est. Cost)	
Zorros Improvements		\$ 917,492
Full collector street improvements from Prairie Ave to Prosper including utilities	(2025 Est. Cost)	
Prosper Improvements		\$ 2,752,893
Full Collector street improvements from Hwy 41 to Fennecus, adjacent to the PMC and new city park, including utilities	(2025 Est. Cost)	
Fennecus Improvements		\$ \$1,599,044
Full Collector street improvements from Prairie Ave to full build out connection point north of Hope, including utilities	(2025 Est. Cost)	

*Excerpt from Revised Appendix A – Project Costs updated for 2025

The End

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, APPROVING A PLAN AMENDMENT, BUT NOT A PLAN MODIFICATION, TO THE POST FALLS TECHNOLOGY DISTRICT URBAN RENEWAL PLAN ADOPTED BY POST FALLS ORDINANCE 1349 TO SUPPORT THE GROWTH OR DEVELOPMENT OF A COMMERCIAL OR INDUSTRIAL PROJECT WITHIN THE EXISTING URBAN REVENUE ALLOCATION AREA BY ADOPTING A REVISED APPENDIX A ADDING URBAN RENEWAL PROJECTS WITHIN THE DISTRICT; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE TO THE POST FALLS URBAN RENEWAL AGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Post Falls, Kootenai County, Idaho (the "City"), is a duly incorporated and existing City organized and operating under the laws of the State of Idaho, and as such is authorized by the Idaho Code, Title 50, Chapter 20 and 29, to adopt urban renewal plans, to adopt deteriorated area declarations, to adopt revenue allocation areas, and to provide improvements and betterment within an urban renewal area, as designated by the Plan; and

WHEREAS, on October 16, 2018, the City Council of the City of Post Falls adopted Ordinance No. 1349 establishing the Post Falls Technology Urban Renewal District (the "District") and adopting the District Urban Renewal Plan (the "Plan"), both of which will terminate in 2038; and

WHEREAS, since that time, North Idaho Health Care Holdings, LLC has requested that the Plan be amended to include public improvements associated with the planned Prairie Medical Center, which are described in Exhibit A attached hereto; and

WHEREAS, I.C. § 50-903A(1)(a)(iv) provides that if a Plan amendment is made to "support growth or development of a commercial... or industrial project in an existing revenue allocation area", then it does not constitute a Plan modification, which would reset the base value of the revenue allocation area; and

WHEREAS, I.C. § 50-2905 only requires the Plan to contain a detailed list of estimated project costs; and

WHEREAS, the Preface to the Plan states that the "main and overriding objective" of the Plan is "job creation, economic development and economic diversification"; and

WHEREAS, Section 3.1 of the Plan states that the "purposes and major goals" for the Plan include the following:

- To enhance this potential site for commercial development and expansion;

- To create and expand public infrastructure and public facilities within the entire Urban Renewal District;
- To enhance and improve transportation routes and collector streets within the District to enhance future development;
- To strengthen the District and enhance related commercial development and support with the Project Areal and
- To provide commercial and recreational facilities for the residents of Post Falls and visitors;

WHEREAS, the Post Falls Urban Renewal Agency has submitted Resolution 2025-08, attached hereto as Exhibit B (without exhibits) recommending that the City Council adopt an ordinance to amend, but not modify, the Plan by replacing Appendix A with Revised Appendix A to incorporate the Prairie Medical Center improvements into the Plan; and

WHEREAS, the City Council find that because the amendments contemplated by this Ordinance will support growth or development of a commercial or industrial project within the District, the amendments to the Plan do not constitute a Plan modification under Idaho Code § 50-2903A. As such, the City Council finds that the procedural requirements for adopting a plan modification do not apply to this amendment; and

WHEREAS, in consultation with the Post Falls Urban Renewal Agency (the “Agency”) the City Council has determined it necessary and in the public interest to amend the Plan to include the proposed public improvements within the Prairie Medical Center; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POST FALLS:

SECTION 1: The Post Falls Technology District Urban Renewal Plan is amended by replacing Appendix A contained in the Plan with the Revised Appendix A attached hereto as Exhibit “C,” which by this reference is incorporated herein.

SECTION 2: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the Post Falls Urban Renewal Agency a copy of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication.

SECTION 4: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 5: The Summary of this Ordinance is hereby approved.

SECTION 6: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted by an Ordinance of the City of Post Falls at a regular session of the City Council on December 16, 2025.

APPROVED, ADOPTED and SIGNED this ____ day of ____, 2025.

Mayor Ronald G. Jacobson

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, which amends, but does not modify, the Post Falls Technology District Urban Renewal Plan by adopting a Revised Appendix A to the Plan listing the amended urban renewal projects within the Post Falls Technology Urban Renewal District; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am the legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, amending, but not modifying, the Post Falls Technology District Urban Renewal Plan, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this day of , 20 .

Field K. Herrington, City Attorney

 ENGINEER'S OPINION OF PROBABLE COST			
PROJECT:	Prairie Medical Campus - URA Technology District 9/25/2025		
PROJECT DESCRIPTION:	Infrastructure Cost Estimate		
CLIENT:	Kootenai Health, Parkwood Properties, and Architerra		
J-U-B PROJ. NO.: 09-25-040			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES ITEM COST	TOTAL COST
PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE			\$1,124,919
1	ROADWAY	\$214,000	
2	WATER	\$613,752	
3	SEWER	\$176,640	
4	SOFT COSTS (12% OF CONSTRUCTION COST)	\$120,527	
ZORROS - PUBLIC IMPROVEMENTS			\$917,492
5	ROADWAY	\$618,169	
6	WATER	\$201,020	
8	SOFT COSTS (12% OF CONSTRUCTION COST)	\$98,303	
PROSPER - PUBLIC IMPROVEMENTS			\$2,752,893
9	ROADWAY	\$1,993,540	
10	WATER	\$326,800	
11	SEWER	\$137,600	
12	SOFT COSTS (12% OF CONSTRUCTION COST)	\$294,953	
FENNECUS - PUBLIC IMPROVEMENTS			\$1,599,044
13	ROADWAY	\$818,600	
14	WATER	\$113,218	
15	SEWER	\$495,900	
16	SOFT COSTS (12% OF CONSTRUCTION COST)	\$171,326	
TOTAL ESTIMATED CONSTRUCTION COSTS			\$5,709,239
TOTAL ESTIMATED SOFT COSTS			\$685,109
TOTAL ESTIMATED COSTS			\$6,394,348
KRF J-U-B ENGINEERS, INC.			
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787			

ENGINEER'S OPINION OF PROBABLE COST					
PROJECT:		Prairie Medical Campus - URA Technology District			9/25/2025
PROJECT DESCRIPTION:		Infrastructure Cost Estimate			
CLIENT:		Kootenai Health, Parkwood Properties, and Architerra			
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 09-25-040			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE IMPROVEMENTS					
ROADWAY IMPROVEMENTS					\$214,000
1	Prairie Ave Road Entrance (includes 150' of additional lane, curbing, stribing, pedestrian walkways, etc.)	2	EA	\$86,000	\$172,000
2	Hwy 41 Right-In-Right-Out	1	EA	\$42,000	\$42,000
DOMESTIC WATER					\$613,752
5	12" PVC Water Main	2,847	LF	\$96	\$273,312
6	12" Gate Valve	16	EA	\$1,600	\$25,600
7	12" Bends/Fittings	21	EA	\$1,100	\$23,100
8	4" water meter and vault	6	EA	\$27,000	\$162,000
9	6" water meter and vault	1	EA	\$42,000	\$42,000
10	Fire Hydrant Assembly	11	EA	\$4,500	\$49,500
11	4" Fire Sprinkler Piping	330	LF	\$68	\$22,440
12	2" water Meter	4	EA	\$2,300	\$9,200
13	2" water service pipe (up to meter)	120	LF	\$55	\$6,600
SANITARY SEWER					\$176,640
14	48" Sanitary Sewer Manhole	9	EA	\$4,200	\$37,800
15	8" PVC Sanitary Sewer Main Pipe	2,136	LF	\$65	\$138,840
PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE IMPROVEMENTS TOTAL ESTIMATED COSTS					\$1,004,392
ZORROS IMPROVEMENTS					
ROADWAY					\$618,169
1	Asphalt Roadway 3" AC over 4" Base	5,807	SY	\$26	\$150,973
2	Concrete Sidewalk with 4" thickness and 2" CSTC	17,264	SF	\$8	\$138,114
3	Concrete ADA Ramps with Truncated Domes	4	EA	\$3,500	\$14,000
4	Concrete Commercial Approach	4	EA	\$8,500	\$34,000
5	Concrete Curb and Gutter	2,326	LF	\$30	\$69,782
6	Drainage Curb Cut	20	EA	\$180	\$3,600
7	ROW Striping	4,880	LF	\$2	\$9,760
8	Roadway Symbols (turn arrows, biker + arrow)	4	EA	\$300	\$1,200
9	Roadway Signage	8	EA	\$1,600	\$12,800
11	Cobra Head Style Street Light in ROW	15	EA	\$8,500	\$127,500
12	Dry utility trenching and Service connection fees	1,140	LF	\$6	\$6,840
13	Electrical Transformer	2	EA	\$11,000	\$22,000
14	Trees in Public ROW	46	EA	\$600	\$27,600

Exhibit A

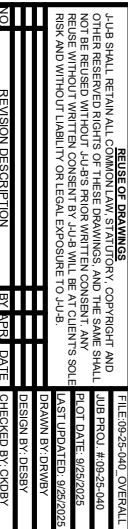
CLIENT: Kootenai Health, Parkwood Properties, and Architera					
CLIENT PROJ. NO.			J-U-B PROJ. NO.: 09-25-040		
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
WATER					\$201,020
15	12" PVC Water Main	1,270	LF	\$96	\$121,920
16	12" Gate Valve	16	EA	\$1,600	\$25,600
17	12" Bends/Fittings	21	EA	\$1,100	\$23,100
18	Fire Hydrant Assembly	5	EA	\$4,500	\$22,500
19	2" water Meter	2	EA	\$2,300	\$4,600
20	2" water service pipe (up to meter)	60	LF	\$55	\$3,300
ZORROS IMPROVEMENTS TOTAL ESTIMATED COSTS					\$819,189
PROSPER IMPROVEMENTS					
ROADWAY					\$1,993,540
1	Intersection improvements at Prosper and Zorros from 2 way controlled stop, to a single lane roundabout. Includes all curb islands, roadway re-alignments, pedestrian walkway adjustments, art, landscaping, signage, striping, and other roundabout infrastructure	1	LS	\$700,000	\$700,000
2	Asphalt Roadway 3" AC over 4" Base	11,752	SY	\$26	\$305,549
3	Concrete Sidewalk with 4" thickness and 2" CSTC	37,948	SF	\$8	\$303,584
4	Concrete ADA Ramps with Truncated Domes	32	EA	\$3,500	\$112,000
5	Concrete Driveways	9	EA	\$8,500	\$76,500
6	Concrete Curb and Gutter	4,734	LF	\$30	\$142,027
7	Drainage Curb Cut	38	EA	\$180	\$6,840
8	ROW Striping	9,480	LF	\$2	\$18,960
9	Roadway Symbols (turn arrows, biker + arrow)	10	EA	\$300	\$3,000
10	Roadway Signage	12	EA	\$1,600	\$19,200
12	Cobra Head Style Street Light in ROW	30	EA	\$7,000	\$210,000
13	Dry utility trenching and Service connection fees	2,380	LF	\$6	\$14,280
13	Electrical Transformer	4	EA	\$11,000	\$44,000
14	Trees in Public ROW	94	EA	\$400	\$37,600
WATER					\$326,800
15	12" PVC Water Main	2,750	LF	\$96	\$264,000
16	12" Gate Valve	14	EA	\$1,600	\$22,400
17	12" Bends/Fittings	6	EA	\$1,100	\$6,600
18	Fire Hydrant Assembly	4	EA	\$4,500	\$18,000
19	2" water Meter	4	EA	\$2,300	\$9,200
20	2" water service pipe (up to meter)	120	LF	\$55	\$6,600
SANITARY SEWER					\$137,600
21	48" Sanitary Sewer Manhole	6	EA	\$4,300	\$25,800
22	8" PVC Sanitary Sewer Main Pipe	1,720	LF	\$65	\$111,800
KILLDEER IMPROVEMENTS TOTAL ESTIMATED COSTS					\$2,457,940
FENNECUS LANE IMPROVEMENTS					
ROADWAY					\$818,600
1	Asphalt Roadway 3" AC over 6" Base	10,370	SY	\$30	\$311,100
2	Concrete Sidewalk with 4" thickness and 2" CSTC	14,880	SF	\$6	\$89,280
3	Concrete ADA Ramps with Truncated Domes	8	EA	\$3,500	\$28,000
4	Concrete Driveways	2	EA	\$8,500	\$17,000
5	Concrete Curb and Gutter	3,680	LF	\$30	\$110,400
6	ROW Striping	7,320	LF	\$2	\$14,640
7	Roadway Symbols (turn arrows, biker + arrow)	8	EA	\$300	\$2,400

Exhibit A

CLIENT:		Kootenai Health, Parkwood Properties, and Architerra			
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 09-25-040			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8	Roadway Signage	10	EA	\$1,600	\$16,000
9	Cobra Head Style Street Light in ROW	24	EA	\$7,000	\$168,000
11	Dry utility trenching and Service connection fees	1,830	LF	\$6	\$10,980
12	Electrical Transformer	2	EA	\$11,000	\$22,000
13	Trees in Public ROW	72	EA	\$400	\$28,800
WATER					\$113,218
14	12" PVC Water Main	1,443	LF	\$42	\$60,618
15	12" Gate Valve	10	EA	\$2,400	\$24,000
16	12" Bends/Fittings	6	EA	\$450	\$2,700
17	Fire Hydrant Assembly	4	EA	\$4,500	\$18,000
18	2" water Meter	2	EA	\$2,300	\$4,600
19	2" water service pipe (up to meter)	60	LF	\$55	\$3,300
SANITARY SEWER					\$495,900
20	48" Sanitary Sewer Manhole - Deep	9	EA	\$6,300	\$56,700
21	15" PVC Sanitary Sewer Main Pipe (Over 20' Deep)	1,830	LF	\$240	\$439,200
FENNECUS IMPROVEMENTS TOTAL ESTIMATED COSTS					\$1,427,718
TOTAL ESTIMATED CONSTRUCTION COSTS					\$5,709,239
J-U-B ENGINEERS, INC.					
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787					

*COST ESTIMATE IS ASSUMED
FOR 2025 CONSTRUCTION

TOTAL: \$6,394,348



RESOLUTION NO. 2025-08

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, KOOTENAI COUNTY, IDAHO, RECOMMENDING AN AMENDMENT TO THE POST FALLS TECHNOLOGY DISTRICT URBAN RENEWAL PLAN ADOPTED BY POST FALLS ORDINANCE 1349 TO SUPPORT THE GROWTH OR DEVELOPMENT OF A COMMERCIAL OR INDUSTRIAL PROJECT WITHIN THE EXISTING REVENUE ALLOCATION AREA BY ADOPTING A REVISED APPENDIX A ADDING URBAN RENEWAL PROJECTS WITHIN THE DISTRICT; PROVIDING FOR SEVERABILITY, PREEMPTION AND PRECEDENCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING RESOLUTIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING A DATE OF PASSAGE AND APPROVAL, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Post Falls, Kootenai County, Idaho (the "City"), is a duly incorporated and existing City organized and operating under the laws of the State of Idaho, and as such is authorized by the Idaho Code, Title 50, Chapter 20 and 29, to adopt urban renewal plans, to adopt deteriorated area declarations, to adopt revenue allocation areas, and to provide improvements and betterment within an urban renewal area, as designated by the Plan;

WHEREAS, on October 16, 2018, The City Council of the City of Post Falls adopted Ordinance No. 1349 establishing the Post Falls Technology Urban Renewal District (the "District") and adopting the District Urban Renewal Plan (the "Plan"), both of which will terminate in 2038;

WHEREAS, since that time, North Idaho Health Care Holdings, LLC has requested that the Plan be amended to include public improvements associated with the planned Prairie Medical Center, which are described in Exhibit A attached hereto;

WHEREAS, in consultation with its staff and City staff, the Post Falls Urban Renewal Agency (the "Agency") has reviewed the proposal;

WHEREAS, Idaho Code § 50-2903A(1)(a)(iv) provides that if a Plan amendment is made "to support growth or development of a commercial . . . or industrial project in an existing revenue allocation area", then it does not constitute a Plan modification, which would reset the base value of the revenue allocation area;

WHEREAS, Idaho Code § 50-2905 only requires the Plan to contain a detailed list of *estimated* project costs;

WHEREAS, the Preface to the Plan states that the "main and overriding objective" of the Plan is "job creation, economic development and economic diversification".

WHEREAS, Section 3.a of the Plan states that the “purposes and major goals” for the Plan include the following:

- To enhance this potential site for commercial development and expansion;
- To create and expand public infrastructure and public facilities within the entire Urban Renewal District;
- To enhance and improve transportation routes and collector streets within the District to enhance future development;
- To strengthen the District and enhance related commercial development and support within the Project Area; and
- To provide commercial and recreational facilities for the residents of Post Falls and visitors;

WHEREAS, the Agency finds that because the amendments contemplated by this Resolution will support growth or development of a commercial or industrial project within the District, the amendments to the Plan do not constitute a Plan modification under Idaho Code § 50-2903A. As such, the Agency finds that the procedural requirements for adopting a plan modification do not apply to this amendment; and

WHEREAS, the Agency finds that the proposed improvements are authorized by and are in accordance with the Plan since they promote the main and overriding objective, major goals and purposes of the Plan specified above. Also, since the District does not terminate until 2038 and given the current level of District obligations, the improvements are feasible given the economic and time constraints of the District.

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Post Falls Urban Renewal Agency as follows:

SECTION ONE: RECOMMENDATION OF AMENDMENT TO THE POST FALLS TECHNOLOGY DISTRICT URBAN RENEWAL PLAN TO SUPPORT THE GROWTH OR DEVELOPMENT OF A COMMERCIAL OR INDUSTRIAL PROJECT WITHIN THE EXISTING REVENUE ALLOCATION AREA BY ADOPTING A REVISED APPENDIX A TO ADD URBAN RENEWAL PROJECTS WITHIN THE DISTRICT

For the reasons set forth above, the Agency hereby recommends that the Plan be amended to support the growth or development of a commercial or industrial project within the existing revenue allocation area by adopting a revised Appendix A to add certain public improvements associated with the Prairie Medical Center. The Agency also recommends that such amendment be effectuated by the City adopting an ordinance formally approving the amendment. A copy of the proposed Appendix A is attached hereto as Exhibit B.

SECTION TWO: SEVERABILITY, PREEMPTION AND PRECEDENCE

This Resolution is hereby declared to be severable. Should any portion of this Resolution be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the Resolution before the declaration of partial invalidity. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Resolution, then the

provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding without the requirement of further action by the Agency, and any amendments to this Resolution as a result of such provision being preempted shall no longer be of any force or effect with respect to that provision.

SECTION THREE: REPEAL OF CONFLICTING RESOLUTIONS

All Resolutions and parts of Resolutions in conflict with or addressing the same subject matter as the provisions of this Resolution are hereby repealed.

SECTION FOUR: EFFECTIVE DATE

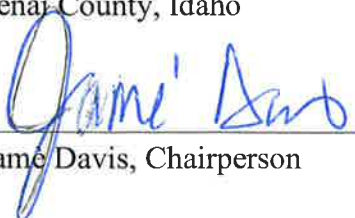
This Resolution shall take effect and be in full force from and after its passage and approval.

SECTION FIVE: DATE OF PASSAGE AND APPROVAL

Passed and approved at a regular meeting of the Commissioners of the Post Falls Urban Renewal Agency, Kootenai County, Idaho, held on the 20th day of November, 2025, on which a roll call vote was duly taken.

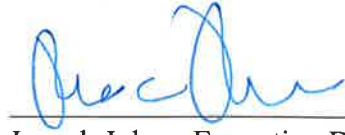
DATED this 20th day of November, 2025.

POST FALLS URBAN RENEWAL AGENCY
Kootenai County, Idaho

By: 
Jame Davis, Chairperson

Commissioner Coles voted	<u>Aye</u>
Commissioner Clemensen voted	<u>Aye</u>
Commissioner Davis voted	<u>Aye</u>
Commissioner Leffel voted	<u>Aye</u>
Commissioner Crosby voted	<u>Aye</u>
Commissioner Hjeltness voted	<u>Aye</u>
Commissioner Fleischman voted	<u>Aye</u>

ATTEST:



Joseph Johns, Executive Director

REVISED APPENDIX A – Project Costs

Adopted by Ordinance _____ on _____, _____

The following Engineer's opinion of probable costs are calculated in 2018 dollars, except where noted:

Priority 1 Projects – INTP and Shopping Center Public Infrastructure

Zone A	Public infrastructure including curb, roadways, sidewalk/trail, traffic Signals @ Hwy 41 and Harvest, Prairie and Charleville and Prairie and Cecil, City pedestrian facility, ¾ movement turn lanes, UPRR crossing, water, sanitary sewer, underground "dry" utilities, well, electrical transmission lines, electrical substation, etc.	\$ 31,341,000
Zone B	Public infrastructure including curb, roadways, sidewalk/trail, City pedestrian facility (west of Hwy 41), ¾ movement turn lanes, water, sanitary sewer, underground "dry" utilities, etc.	\$ 5,408,000
Zone C	Public infrastructure including curb, roadways, sidewalk, ¾ movement turn lanes, Prairie Avenue frontage improvements, traffic signal @ Prairie and Zorros, water, sanitary sewer, underground "dry" utilities, etc.	\$ 3,494,000

Priority 2 Projects

Meyer Alternative – North	<i>See Fennecus Improvements below</i> Additional cost to upsize from planned 10" to 15" at deeper depth	\$ 300,000
Prairie Medical Campus (PMC)	Public water and sewer infrastructure in and round the PMC, Hwy 41 right-in-right-out, Prairie Ave entrances and turn lanes	\$ 1,124,919 (2025 Est. Cost)
Zorros Improvements	Full collector street improvements from Prairie Ave to Prosper including utilities	\$ 917,492 (2025 Est. Cost)
Prosper Improvements	Full Collector street improvements from Hwy 41 to Fennecus, adjacent to the PMC and new city park, including utilities	\$ 2,752,893 (2025 Est. Cost)
Fennecus Improvements	Full Collector street improvements from Prairie Ave to full build out connection point north of Hope, including utilities	\$ \$1,599,044 (2025 Est. Cost)

Hwy 41 Pedestrian Tunnel	\$ 1,300,000
Pedestrian tunnel at location of existing RR crossing on Hwy 41 North of Prairie Avenue	
City – Rails to Trails	\$ 200,000
Multi-modal pedestrian facility on existing RR grade – east of Hwy 41 and north of Shopping Center	
Foxtail Streets	\$ 500,000
Additional street width for “Collector” streets (wider than typical development)	
Entertainment Venue	\$ 5,000,000
Public/private entertainment venue	
 <u>Potential Future Projects</u>	
Meyer Alternative – South	\$ 773,000
Meyer Alternative South sewer project	
Horsehaven Trunk Main	\$ 547,000
Horsehaven Trunk Main from Hwy 41 to Meyer Alternative South	
12th Avenue Lift Station	\$ 1,723,000
12th Avenue Lift Station construction with EQ Basin	
12th Avenue LS – Force Main	\$ 7,475,000
Parallel 16-inch force mains from 12th Avenue LS to the City’s Water Reclamation Facility	

REVISED APPENDIX A – Project Costs

Adopted by Ordinance _____ on _____, _____

The following Engineer's opinion of probable costs are calculated in 2018 dollars, except where noted:

Priority 1 Projects – INTP and Shopping Center Public Infrastructure

Zone A	Public infrastructure including curb, roadways, sidewalk/trail, traffic Signals @ Hwy 41 and Harvest, Prairie and Charleville and Prairie and Cecil, City pedestrian facility, ¾ movement turn lanes, UPRR crossing, water, sanitary sewer, underground “dry” utilities, well, electrical transmission lines, electrical substation, etc.	\$ 31,341,000
Zone B	Public infrastructure including curb, roadways, sidewalk/trail, City pedestrian facility (west of Hwy 41), ¾ movement turn lanes, water, sanitary sewer, underground “dry” utilities, etc.	\$ 5,408,000
Zone C	Public infrastructure including curb, roadways, sidewalk, ¾ movement turn lanes, Prairie Avenue frontage improvements, traffic signal @ Prairie and Zorros, water, sanitary sewer, underground “dry” utilities, etc.	\$ 3,494,000

Priority 2 Projects

Meyer Alternative – North	<i>See Fennecus Improvements below</i>	\$ 300,000
	Additional cost to upsize from planned 10” to 15” at deeper depth	
Prairie Medical Campus (PMC)	Public water and sewer infrastructure in and round the PMC, Hwy 41 right-in-right-out, Prairie Ave entrances and turn lanes	\$ 1,124,919 (2025 Est. Cost)
Zorros Improvements	Full collector street improvements from Prairie Ave to Prosper including utilities	\$ 917,492 (2025 Est. Cost)
Prosper Improvements	Full Collector street improvements from Hwy 41 to Fennecus, adjacent to the PMC and new city park, including utilities	\$ 2,752,893 (2025 Est. Cost)
Fennecus Improvements	Full Collector street improvements from Prairie Ave to full build out connection point north of Hope, including utilities	\$ 1,599,044 (2025 Est. Cost)

Hwy 41 Pedestrian Tunnel	\$ 1,300,000
Pedestrian tunnel at location of existing RR crossing on Hwy 41 North of Prairie Avenue	
City – Rails to Trails	\$ 200,000
Multi-modal pedestrian facility on existing RR grade – east of Hwy 41 and north of Shopping Center	
Foxtail Streets	\$ 500,000
Additional street width for “Collector” streets (wider than typical development)	
Entertainment Venue	\$ 5,000,000
Public/private entertainment venue	
 <u>Potential Future Projects</u>	
Meyer Alternative – South	\$ 773,000
Meyer Alternative South sewer project	
Horsehaven Trunk Main	\$ 547,000
Horsehaven Trunk Main from Hwy 41 to Meyer Alternative South	
12th Avenue Lift Station	\$ 1,723,000
12th Avenue Lift Station construction with EQ Basin	
12th Avenue LS – Force Main	\$ 7,475,000
Parallel 16-inch force mains from 12th Avenue LS to the City’s Water Reclamation Facility	

RESOLUTION NO. 2025-08

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, KOOTENAI COUNTY, IDAHO, RECOMMENDING AN AMENDMENT TO THE POST FALLS TECHNOLOGY DISTRICT URBAN RENEWAL PLAN ADOPTED BY POST FALLS ORDINANCE 1349 TO SUPPORT THE GROWTH OR DEVELOPMENT OF A COMMERCIAL OR INDUSTRIAL PROJECT WITHIN THE EXISTING REVENUE ALLOCATION AREA BY ADOPTING A REVISED APPENDIX A ADDING URBAN RENEWAL PROJECTS WITHIN THE DISTRICT; PROVIDING FOR SEVERABILITY, PREEMPTION AND PRECEDENCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING RESOLUTIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING A DATE OF PASSAGE AND APPROVAL, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Post Falls, Kootenai County, Idaho (the "City"), is a duly incorporated and existing City organized and operating under the laws of the State of Idaho, and as such is authorized by the Idaho Code, Title 50, Chapter 20 and 29, to adopt urban renewal plans, to adopt deteriorated area declarations, to adopt revenue allocation areas, and to provide improvements and betterment within an urban renewal area, as designated by the Plan;

WHEREAS, on October 16, 2018, The City Council of the City of Post Falls adopted Ordinance No. 1349 establishing the Post Falls Technology Urban Renewal District (the "District") and adopting the District Urban Renewal Plan (the "Plan"), both of which will terminate in 2038;

WHEREAS, since that time, North Idaho Health Care Holdings, LLC has requested that the Plan be amended to include public improvements associated with the planned Prairie Medical Center, which are described in Exhibit A attached hereto;

WHEREAS, in consultation with its staff and City staff, the Post Falls Urban Renewal Agency (the "Agency") has reviewed the proposal;

WHEREAS, Idaho Code § 50-2903A(1)(a)(iv) provides that if a Plan amendment is made "to support growth or development of a commercial . . . or industrial project in an existing revenue allocation area", then it does not constitute a Plan modification, which would reset the base value of the revenue allocation area;

WHEREAS, Idaho Code § 50-2905 only requires the Plan to contain a detailed list of *estimated* project costs;

WHEREAS, the Preface to the Plan states that the "main and overriding objective" of the Plan is "job creation, economic development and economic diversification".

WHEREAS, Section 3.a of the Plan states that the “purposes and major goals” for the Plan include the following:

- To enhance this potential site for commercial development and expansion;
- To create and expand public infrastructure and public facilities within the entire Urban Renewal District;
- To enhance and improve transportation routes and collector streets within the District to enhance future development;
- To strengthen the District and enhance related commercial development and support within the Project Area; and
- To provide commercial and recreational facilities for the residents of Post Falls and visitors;

WHEREAS, the Agency finds that because the amendments contemplated by this Resolution will support growth or development of a commercial or industrial project within the District, the amendments to the Plan do not constitute a Plan modification under Idaho Code § 50-2903A. As such, the Agency finds that the procedural requirements for adopting a plan modification do not apply to this amendment; and

WHEREAS, the Agency finds that the proposed improvements are authorized by and are in accordance with the Plan since they promote the main and overriding objective, major goals and purposes of the Plan specified above. Also, since the District does not terminate until 2038 and given the current level of District obligations, the improvements are feasible given the economic and time constraints of the District.

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Post Falls Urban Renewal Agency as follows:

SECTION ONE: RECOMMENDATION OF AMENDMENT TO THE POST FALLS TECHNOLOGY DISTRICT URBAN RENEWAL PLAN TO SUPPORT THE GROWTH OR DEVELOPMENT OF A COMMERCIAL OR INDUSTRIAL PROJECT WITHIN THE EXISTING REVENUE ALLOCATION AREA BY ADOPTING A REVISED APPENDIX A TO ADD URBAN RENEWAL PROJECTS WITHIN THE DISTRICT

For the reasons set forth above, the Agency hereby recommends that the Plan be amended to support the growth or development of a commercial or industrial project within the existing revenue allocation area by adopting a revised Appendix A to add certain public improvements associated with the Prairie Medical Center. The Agency also recommends that such amendment be effectuated by the City adopting an ordinance formally approving the amendment. A copy of the proposed Appendix A is attached hereto as Exhibit B.

SECTION TWO: SEVERABILITY, PREEMPTION AND PRECEDENCE

This Resolution is hereby declared to be severable. Should any portion of this Resolution be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the Resolution before the declaration of partial invalidity. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Resolution, then the

provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding without the requirement of further action by the Agency, and any amendments to this Resolution as a result of such provision being preempted shall no longer be of any force or effect with respect to that provision.

SECTION THREE: REPEAL OF CONFLICTING RESOLUTIONS

All Resolutions and parts of Resolutions in conflict with or addressing the same subject matter as the provisions of this Resolution are hereby repealed.

SECTION FOUR: EFFECTIVE DATE

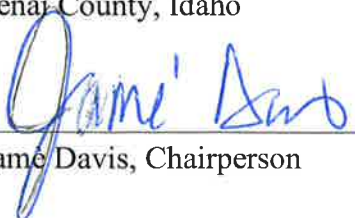
This Resolution shall take effect and be in full force from and after its passage and approval.

SECTION FIVE: DATE OF PASSAGE AND APPROVAL

Passed and approved at a regular meeting of the Commissioners of the Post Falls Urban Renewal Agency, Kootenai County, Idaho, held on the 20th day of November, 2025, on which a roll call vote was duly taken.

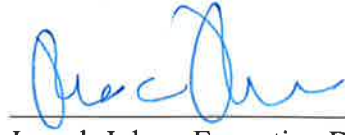
DATED this 20th day of November, 2025.

POST FALLS URBAN RENEWAL AGENCY
Kootenai County, Idaho

By: 
Jame Davis, Chairperson

Commissioner Coles voted	<u>Aye</u>
Commissioner Clemensen voted	<u>Aye</u>
Commissioner Davis voted	<u>Aye</u>
Commissioner Leffel voted	<u>Aye</u>
Commissioner Crosby voted	<u>Aye</u>
Commissioner Hjeltness voted	<u>Aye</u>
Commissioner Fleischman voted	<u>Aye</u>

ATTEST:



Joseph Johns, Executive Director

 ENGINEER'S OPINION OF PROBABLE COST				
PROJECT:	Prairie Medical Campus - URA Technology District 9/25/2025			
PROJECT DESCRIPTION:	Infrastructure Cost Estimate			
CLIENT:	Kootenai Health, Parkwood Properties, and Architerra			
J-U-B PROJ. NO.: 09-25-040				
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES	ITEM COST	TOTAL COST
PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE				\$1,124,919
1	ROADWAY		\$214,000	
2	WATER		\$613,752	
3	SEWER		\$176,640	
4	SOFT COSTS (12% OF CONSTRUCTION COST)		\$120,527	
ZORROS - PUBLIC IMPROVEMENTS				\$917,492
5	ROADWAY		\$618,169	
6	WATER		\$201,020	
8	SOFT COSTS (12% OF CONSTRUCTION COST)		\$98,303	
PROSPER - PUBLIC IMPROVEMENTS				\$2,752,893
9	ROADWAY		\$1,993,540	
10	WATER		\$326,800	
11	SEWER		\$137,600	
12	SOFT COSTS (12% OF CONSTRUCTION COST)		\$294,953	
FENNECUS - PUBLIC IMPROVEMENTS				\$1,599,044
13	ROADWAY		\$818,600	
14	WATER		\$113,218	
15	SEWER		\$495,900	
16	SOFT COSTS (12% OF CONSTRUCTION COST)		\$171,326	
TOTAL ESTIMATED CONSTRUCTION COSTS				\$5,709,239
TOTAL ESTIMATED SOFT COSTS				\$685,109
TOTAL ESTIMATED COSTS				\$6,394,348
KRF J-U-B ENGINEERS, INC.				
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787				

ENGINEER'S OPINION OF PROBABLE COST					
PROJECT:		Prairie Medical Campus - URA Technology District			9/25/2025
PROJECT DESCRIPTION:		Infrastructure Cost Estimate			
CLIENT:		Kootenai Health, Parkwood Properties, and Architerra			
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 09-25-040			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE IMPROVEMENTS					
ROADWAY IMPROVEMENTS					\$214,000
1	Prairie Ave Road Entrance (includes 150' of additional lane, curbing, stribing, pedestrian walkways, etc.)	2	EA	\$86,000	\$172,000
2	Hwy 41 Right-In-Right-Out	1	EA	\$42,000	\$42,000
DOMESTIC WATER					\$613,752
5	12" PVC Water Main	2,847	LF	\$96	\$273,312
6	12" Gate Valve	16	EA	\$1,600	\$25,600
7	12" Bends/Fittings	21	EA	\$1,100	\$23,100
8	4" water meter and vault	6	EA	\$27,000	\$162,000
9	6" water meter and vault	1	EA	\$42,000	\$42,000
10	Fire Hydrant Assembly	11	EA	\$4,500	\$49,500
11	4" Fire Sprinkler Piping	330	LF	\$68	\$22,440
12	2" water Meter	4	EA	\$2,300	\$9,200
13	2" water service pipe (up to meter)	120	LF	\$55	\$6,600
SANITARY SEWER					\$176,640
14	48" Sanitary Sewer Manhole	9	EA	\$4,200	\$37,800
15	8" PVC Sanitary Sewer Main Pipe	2,136	LF	\$65	\$138,840
PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE IMPROVEMENTS TOTAL ESTIMATED COSTS					\$1,004,392
ZORROS IMPROVEMENTS					
ROADWAY					\$618,169
1	Asphalt Roadway 3" AC over 4" Base	5,807	SY	\$26	\$150,973
2	Concrete Sidewalk with 4" thickness and 2" CSTC	17,264	SF	\$8	\$138,114
3	Concrete ADA Ramps with Truncated Domes	4	EA	\$3,500	\$14,000
4	Concrete Commercial Approach	4	EA	\$8,500	\$34,000
5	Concrete Curb and Gutter	2,326	LF	\$30	\$69,782
6	Drainage Curb Cut	20	EA	\$180	\$3,600
7	ROW Striping	4,880	LF	\$2	\$9,760
8	Roadway Symbols (turn arrows, biker + arrow)	4	EA	\$300	\$1,200
9	Roadway Signage	8	EA	\$1,600	\$12,800
11	Cobra Head Style Street Light in ROW	15	EA	\$8,500	\$127,500
12	Dry utility trenching and Service connection fees	1,140	LF	\$6	\$6,840
13	Electrical Transformer	2	EA	\$11,000	\$22,000
14	Trees in Public ROW	46	EA	\$600	\$27,600

Exhibit A

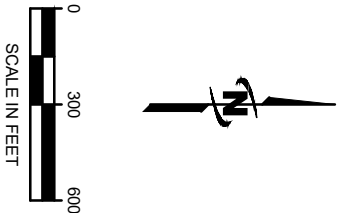
CLIENT: Kootenai Health, Parkwood Properties, and Architera					
CLIENT PROJ. NO.			J-U-B PROJ. NO.: 09-25-040		
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
WATER					\$201,020
15	12" PVC Water Main	1,270	LF	\$96	\$121,920
16	12" Gate Valve	16	EA	\$1,600	\$25,600
17	12" Bends/Fittings	21	EA	\$1,100	\$23,100
18	Fire Hydrant Assembly	5	EA	\$4,500	\$22,500
19	2" water Meter	2	EA	\$2,300	\$4,600
20	2" water service pipe (up to meter)	60	LF	\$55	\$3,300
ZORROS IMPROVEMENTS TOTAL ESTIMATED COSTS					\$819,189
PROSPER IMPROVEMENTS					
ROADWAY					\$1,993,540
1	Intersection improvements at Prosper and Zorros from 2 way controlled stop, to a single lane roundabout. Includes all curb islands, roadway re-alignments, pedestrian walkway adjustments, art, landscaping, signage, striping, and other roundabout infrastructure	1	LS	\$700,000	\$700,000
2	Asphalt Roadway 3" AC over 4" Base	11,752	SY	\$26	\$305,549
3	Concrete Sidewalk with 4" thickness and 2" CSTC	37,948	SF	\$8	\$303,584
4	Concrete ADA Ramps with Truncated Domes	32	EA	\$3,500	\$112,000
5	Concrete Driveways	9	EA	\$8,500	\$76,500
6	Concrete Curb and Gutter	4,734	LF	\$30	\$142,027
7	Drainage Curb Cut	38	EA	\$180	\$6,840
8	ROW Striping	9,480	LF	\$2	\$18,960
9	Roadway Symbols (turn arrows, biker + arrow)	10	EA	\$300	\$3,000
10	Roadway Signage	12	EA	\$1,600	\$19,200
12	Cobra Head Style Street Light in ROW	30	EA	\$7,000	\$210,000
13	Dry utility trenching and Service connection fees	2,380	LF	\$6	\$14,280
13	Electrical Transformer	4	EA	\$11,000	\$44,000
14	Trees in Public ROW	94	EA	\$400	\$37,600
WATER					\$326,800
15	12" PVC Water Main	2,750	LF	\$96	\$264,000
16	12" Gate Valve	14	EA	\$1,600	\$22,400
17	12" Bends/Fittings	6	EA	\$1,100	\$6,600
18	Fire Hydrant Assembly	4	EA	\$4,500	\$18,000
19	2" water Meter	4	EA	\$2,300	\$9,200
20	2" water service pipe (up to meter)	120	LF	\$55	\$6,600
SANITARY SEWER					\$137,600
21	48" Sanitary Sewer Manhole	6	EA	\$4,300	\$25,800
22	8" PVC Sanitary Sewer Main Pipe	1,720	LF	\$65	\$111,800
KILLDEER IMPROVEMENTS TOTAL ESTIMATED COSTS					\$2,457,940
FENNECUS LANE IMPROVEMENTS					
ROADWAY					\$818,600
1	Asphalt Roadway 3" AC over 6" Base	10,370	SY	\$30	\$311,100
2	Concrete Sidewalk with 4" thickness and 2" CSTC	14,880	SF	\$6	\$89,280
3	Concrete ADA Ramps with Truncated Domes	8	EA	\$3,500	\$28,000
4	Concrete Driveways	2	EA	\$8,500	\$17,000
5	Concrete Curb and Gutter	3,680	LF	\$30	\$110,400
6	ROW Striping	7,320	LF	\$2	\$14,640
7	Roadway Symbols (turn arrows, biker + arrow)	8	EA	\$300	\$2,400

Exhibit A

CLIENT:		Kootenai Health, Parkwood Properties, and Architerra			
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 09-25-040			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8	Roadway Signage	10	EA	\$1,600	\$16,000
9	Cobra Head Style Street Light in ROW	24	EA	\$7,000	\$168,000
11	Dry utility trenching and Service connection fees	1,830	LF	\$6	\$10,980
12	Electrical Transformer	2	EA	\$11,000	\$22,000
13	Trees in Public ROW	72	EA	\$400	\$28,800
WATER					\$113,218
14	12" PVC Water Main	1,443	LF	\$42	\$60,618
15	12" Gate Valve	10	EA	\$2,400	\$24,000
16	12" Bends/Fittings	6	EA	\$450	\$2,700
17	Fire Hydrant Assembly	4	EA	\$4,500	\$18,000
18	2" water Meter	2	EA	\$2,300	\$4,600
19	2" water service pipe (up to meter)	60	LF	\$55	\$3,300
SANITARY SEWER					\$495,900
20	48" Sanitary Sewer Manhole - Deep	9	EA	\$6,300	\$56,700
21	15" PVC Sanitary Sewer Main Pipe (Over 20' Deep)	1,830	LF	\$240	\$439,200
FENNECUS IMPROVEMENTS TOTAL ESTIMATED COSTS					\$1,427,718
TOTAL ESTIMATED CONSTRUCTION COSTS					\$5,709,239
J-U-B ENGINEERS, INC.					
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787					

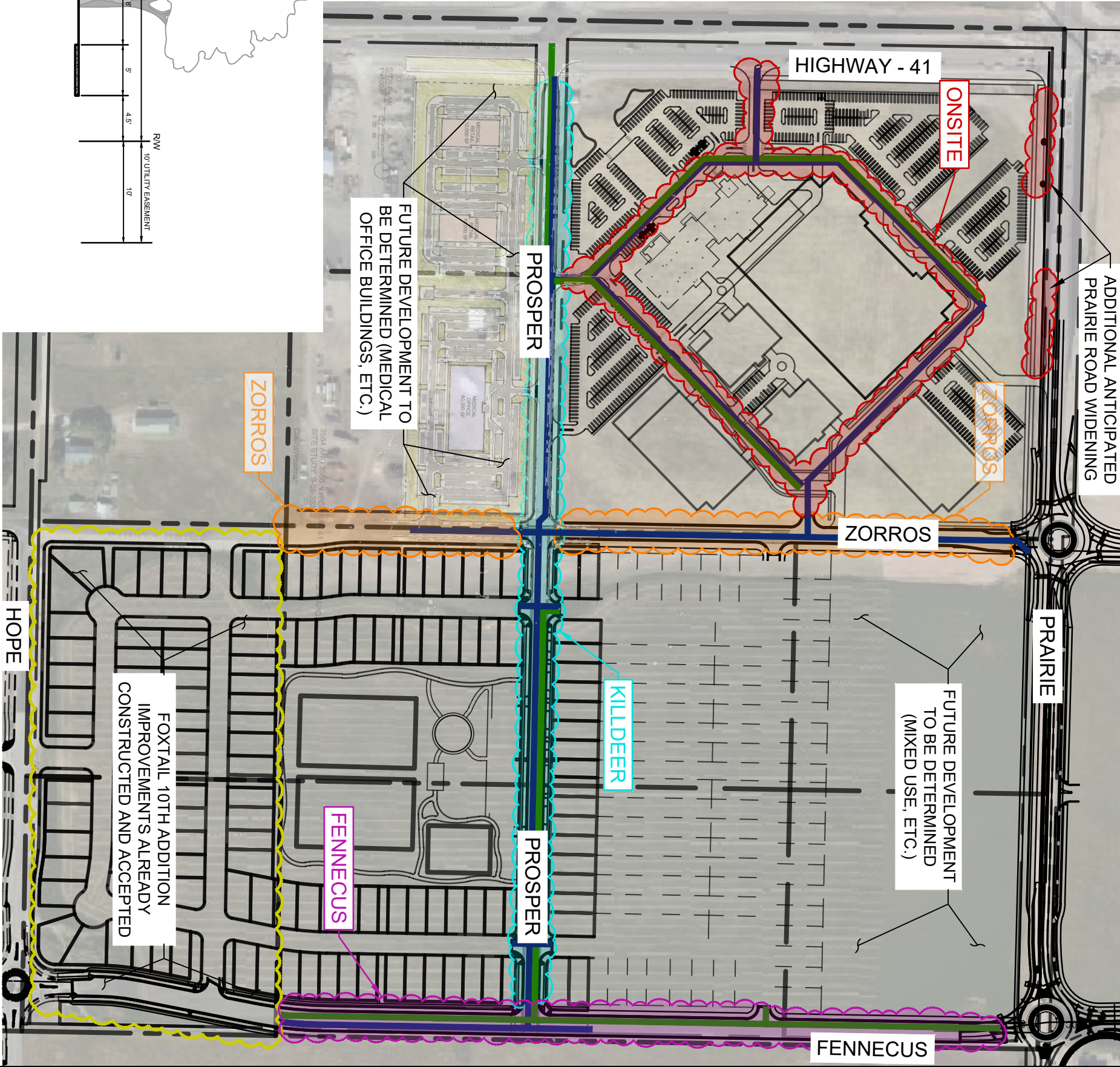
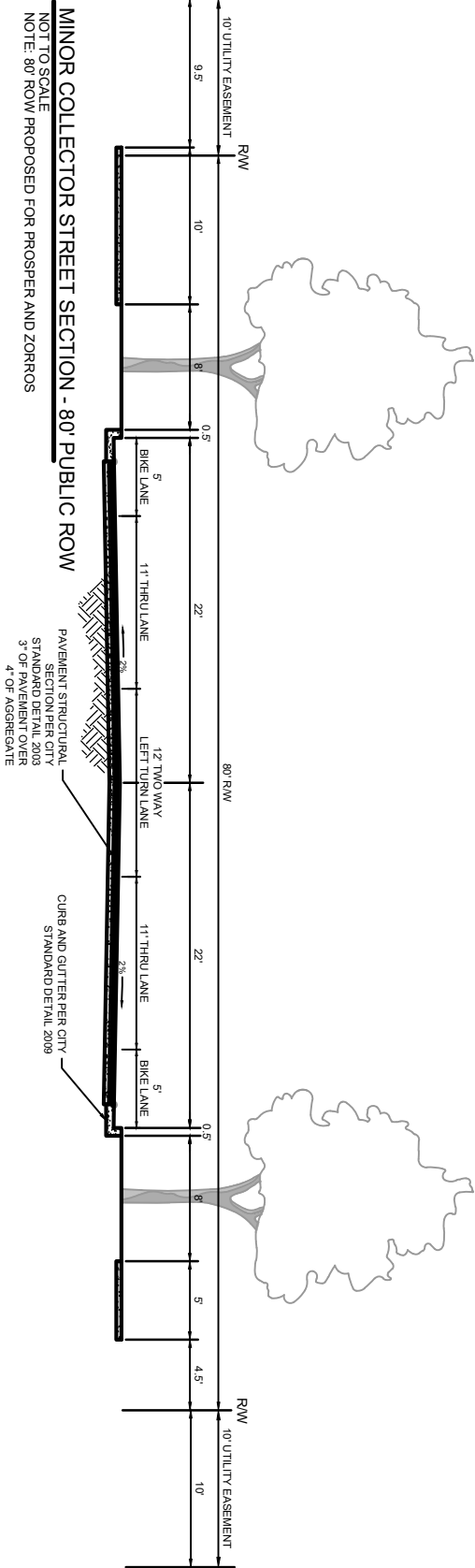
PUBLIC INFRASTRUCTURE TO BE IMPROVED	DESCRIPTION	ESTIMATED 2025 COST
PMC - ONSITE	ROADWAY, WATER, SEWER	\$1,124,919
ZORROS	ROADWAY, WATER, SEWER	\$917,492
PROSPER	ROADWAY, WATER, SEWER	\$2,752,893
FENNECUS	ROADWAY, WATER, SEWER	\$1,599,044
TOTAL:		\$6,394,348

*COST ESTIMATE IS ASSUMED FOR 2025 CONSTRUCTION



PROPOSED WATER MAIN = 

PROPOSED SEWER MAIN = 



RELINQUISHMENT OF RIGHTS

JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL BE USED FOR THE PROJECT AND FOR ANY OTHER PROJECTS WITHOUT LIMITATION OF TIME OR WITHOUT LIMITATION OF THE NUMBER OF TIMES THE SAME ARE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF JUB. JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

FILE: 09-25-040 - OVERALL

JUB PROJ. # 09-25-040

LAST DATE: 9/25/2025

LAST UPDATED: 9/25/2025

DRAWN BY: DESBY

DESIGN BY: DESBY

CHECKED BY: CROBY

JUB

JUB ENGINEERS, INC.

PRAIRIE MEDICAL CAMPUS

URA OVERALL EXHIBIT

SHEET

URA

REVISED APPENDIX A – Project Costs

Adopted by Ordinance _____ on _____, _____

The following Engineer's opinion of probable costs are calculated in 2018 dollars, except where noted:

Priority 1 Projects – INTP and Shopping Center Public Infrastructure

Zone A	Public infrastructure including curb, roadways, sidewalk/trail, traffic Signals @ Hwy 41 and Harvest, Prairie and Charleville and Prairie and Cecil, City pedestrian facility, ¾ movement turn lanes, UPRR crossing, water, sanitary sewer, underground "dry" utilities, well, electrical transmission lines, electrical substation, etc.	\$ 31,341,000
Zone B	Public infrastructure including curb, roadways, sidewalk/trail, City pedestrian facility (west of Hwy 41), ¾ movement turn lanes, water, sanitary sewer, underground "dry" utilities, etc.	\$ 5,408,000
Zone C	Public infrastructure including curb, roadways, sidewalk, ¾ movement turn lanes, Prairie Avenue frontage improvements, traffic signal @ Prairie and Zorros, water, sanitary sewer, underground "dry" utilities, etc.	\$ 3,494,000

Priority 2 Projects

Meyer Alternative – North	<i>See Fennecus Improvements below</i>	\$ 300,000
	Additional cost to upsize from planned 10" to 15" at deeper depth	
Prairie Medical Campus (PMC)	Public water and sewer infrastructure in and round the PMC, Hwy 41 right-in-right-out, Prairie Ave entrances and turn lanes	\$ 1,124,919 (2025 Est. Cost)
Zorros Improvements	Full collector street improvements from Prairie Ave to Prosper including utilities	\$ 917,492 (2025 Est. Cost)
Prosper Improvements	Full Collector street improvements from Hwy 41 to Fennecus, adjacent to the PMC and new city park, including utilities	\$ 2,752,893 (2025 Est. Cost)
Fennecus Improvements	Full Collector street improvements from Prairie Ave to full build out connection point north of Hope, including utilities	\$ \$1,599,044 (2025 Est. Cost)

Hwy 41 Pedestrian Tunnel	\$ 1,300,000
Pedestrian tunnel at location of existing RR crossing on Hwy 41 North of Prairie Avenue	
City – Rails to Trails	\$ 200,000
Multi-modal pedestrian facility on existing RR grade – east of Hwy 41 and north of Shopping Center	
Foxtail Streets	\$ 500,000
Additional street width for “Collector” streets (wider than typical development)	
Entertainment Venue	\$ 5,000,000
Public/private entertainment venue	
 <u>Potential Future Projects</u>	
Meyer Alternative – South	\$ 773,000
Meyer Alternative South sewer project	
Horsehaven Trunk Main	\$ 547,000
Horsehaven Trunk Main from Hwy 41 to Meyer Alternative South	
12th Avenue Lift Station	\$ 1,723,000
12th Avenue Lift Station construction with EQ Basin	
12th Avenue LS – Force Main	\$ 7,475,000
Parallel 16-inch force mains from 12th Avenue LS to the City’s Water Reclamation Facility	

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Crown Reserve Park Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

The parks department is seeking council approval for the mayor to sign an agreement with Medalist Development, Inc. for the construction and dedication of a city park in the Crown Reserve Subdivision.

DISCUSSION:

On June 3, 2025, the city approved the CIA with Medalist Development, Inc. for the construction of the Crown Reserve Subdivision. The CIA specified a 3.6 open space park. The developer and the park department have been in discussions about the park being constructed and dedicated to the City as a City-owned and maintained park. This proposed agreement intends to formalize the requirements, dedication, and reimbursement between the city and the developer.

The developer will construct the 3.6-acre park, which will include two basketball courts, a dedicated playground area and curbing, internal concrete paths, external asphalt loop, on-street parking lot, site utilities, site landscape and irrigation, including open space for two multi-use fields. The developer will cover the costs for the external asphalt loop path, landscape and irrigation, and the dedication of the park land. The city will reimburse the developer for the remainder of the improvement previously listed. Upon completion, city inspection, and approval of the improvements, Medalist Development will dedicate the park to the city, and the city will reimburse the developer \$349,380.01 out of park impact fees.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$349,380.01 paid out of Park Impact Fees

BUDGET CODE:

T.B.D. upon executed agreement.

ATTACHMENTS:

1. Draft Crown Reserve Park CIA
2. Crown Reserve CIA Presentation

CONSTRUCTION IMPROVEMENT AGREEMENT

Crown Reserve Public Park

This Construction Improvement Agreement (“**Agreement**”) is entered into this ____ day of _____, 2025, between the **City of Post Falls** (hereinafter the “**City**”) and Medalist Development, Inc. (hereinafter “**Developer**”), which its principal place of business at 4752 W. Riverbend Ave, Post Falls, ID 83854 to confirm the parties’ understanding of the Developer’s obligation to design, construct and dedicate the city park located in the Crown Reserve subdivision and the City’s commitment for reimbursement for such costs. This Agreement is not binding upon either party unless and until all parties have executed and delivered this Agreement.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

RECITALS:

1. On February 11, 2025, the City conditionally approved the Crown Reserve Subdivision subject to the conditions outlined in the Findings of Fact and Conclusions of Law. The parties entered into a subsequent Master Development Agreement, recorded as **Instrument No. 3003364000** incorporating the approvals.
2. Developer is submitting construction plans and seeking City approval for the Crown Reserve subdivision which includes the design and partial construction of improvements, as further defined herein (the “**Park Improvements**”) including dedication of the 3.6-acre public park to the City (“**Crown Reserve Park**”). The City desires to match the design of the Park Improvements to Developer’s concurrent infrastructure improvements and utilize Developer’s experience in the construction of the same and will reimburse the Developer for portions of the costs for design and construction of the same.
3. The parties now enter into this Agreement to formalize the parties’ understanding regarding of Developer’s obligation to design and construct the Park Improvements in Crown Reserve Park and the City’s commitment to reimburse the approved costs and acceptance of the dedication of Crown Reserve Park to the City.

AGREEMENT:

1. Recitals True: The Recitals are true and correct and hereby incorporated by this reference.
2. Developer to Design and Construct Park: Developer agrees to design and construct the Park Improvements in Crown Reserve Park located in the Crown Reserve Subdivision. The Park Improvements will be constructed in compliance with the construction plan set for the Phase 1 improvements (excluding site furnishings) as approved by the City, which are attached to this Agreement as **Exhibit “A”** (the “**Approved Plans**”). In general, the Park Improvements will include site mass grading, an on-street parking lot, a 10’ wide asphalt loop path, basketball courts, playground curbing, interior sidewalks, site landscape and irrigation, and site utilities.
3. Cost Reimbursement: The parties agree that the Developer is entitled to a reimbursement from parks and recreation impact fees collected up to the date that reimbursement is requested, for the costs

of constructing the approved Park Improvements of Crown Reserve Park as provided in the Approved Plans. The parties agree that the total reimbursement amount that Developer is entitled to request under this Agreement is not to exceed **\$349,380.01**, as itemized on the Bid Schedule attached hereto as **Exhibit "B."** If there are insufficient parks and recreation impact fees collected to fully reimburse Developer for those costs that are reimbursable under this Agreement, the parties agree that Developer will be entitled to a credit against future parks and recreation impact fees for any unreimbursed costs. The parties agree that any impact fee credit may not be transferred to any other party and expires five (5) years after the date that impact fee reimbursement is requested by Developer. The parties agree that this Agreement is entered into in good faith by both parties and is intended to comply with Idaho Code § 67-8209(4).

4. Developer to Retain Engineer: The Developer agrees to retain a civil engineer and other necessary design professionals as may be needed (the "Consultants") to design and complete the Crown Reserve Park and to supervise its construction. The Consultants retained by the Developer to perform work under this Agreement will not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the Consultants retained by the Developer to design and supervise the construction and inspection of the work that is the subject of this Agreement are doing so for the benefit of the Developer and the City. The Consultant's duties will include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice for the Consultant's professions.

5. Quality Assurance and General Standard of Workmanship: Developer's Consultants must coordinate with the City in performing their duties to provide for certification of all construction work. The Engineer is responsible, in charge of the quality control/inspection activities. Developer must construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement.

6. Cost of Documents: All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by Developer will be furnished at Developer's expense, free of copyright.

7. Coordination and Approval of Design: Prior to beginning the design, the parties agree to meet and confer about the goals, objectives and limitations of the design. Developer agrees to require its Consultants to coordinate with the City on each phase of the design and construction. Developer acknowledges and agrees that the final design must be approved by the City's Park and Recreation Director whose approval shall not unreasonably withheld or delayed. All construction must be high quality workmanship and be completed consistent with current city standard drawings and notes.

8. Failure to perform: If the Developer fails to construct the Park Improvements contemplated by this agreement by November 30, 2026, then the City, at its discretion, may withhold reimbursement until the improvements are completed.

9. Permits, Laws, and Fees: Prior to construction, Developer will acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement must comply with all applicable statutes, ordinances, rules, and regulations. the Developer will pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated.

10. Standard Specifications: The Design Standards of the City of Post Falls, Idaho, Standards for Public Works Construction, Post Falls Park Design and Construction Standards and Specs, Construction and Renovation Standards, and any standards required by Federal or State regulatory agencies are

incorporated herein by this reference as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

11. Work in Rights-Of-Way: Developer must comply with all ordinances and secure all necessary permits and authorizations pertaining to any work in public rights-of-way. Developer will coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent any delays in any required City construction, inconvenience to the public or other damage to the City.

12. Required Reporting: Developer must submit to the City, on a regular basis, written reports certified by the Engineer as required by this section. Express or implied approval by the City of any report or inspection does not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

12.1. A report describing the results of all tests and inspections required by the quality control program and all other test and inspection which Developer may make.

12.2. If actual progress indicates that Developer will not perform the work as scheduled, Developer will prepare and submit a revised schedule for the City's reasonable approval.

12.3. Developer will promptly furnish to the City copies of all final surveys and as-built drawings required for the completion of the Crown Reserve Park improvements.

12.4. At the completion of construction and prior to acceptance by the City, the Engineer must submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification must include a cover letter with the Engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

13. Observance and Testing: The Consultant's or their representatives must attend regularly, weekly, scheduled jobsite meetings with a City representative to review construction progress and inspection activities. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve Developer from performing tests and inspections required by this Agreement. If Developer fails to notify the City of inspections, tests and construction progress as required by this Agreement, the City may require, at Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of Developer or any other person.

14. Stop Work Orders: If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that Developer will fail to comply, or if Developer does fail to comply with this Agreement or Developer or the Engineer fails to perform their inspection and quality control duties, the City may stop all further construction of Crown Reserve Park improvements by issuing a stop work order regarding the nonconforming construction and notifying Developer and its Engineer of the order. The stop work order will remain in effect until the City approves arrangements made by Developer to remedy the nonconformity and Developer assures that future nonconformities will not occur. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of Developer or any other person. No

suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.

15. Notice of Stop Work to Be Included in Contracts: Developer will include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to an Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work if the work performed under this Agreement fails to comply with any provision of the Improvement Agreement. If the City issues a stop work order, the contractor must immediately cease all work and await further instructions from Developer and City.

16. Repairs Prior to Acceptance: Developer will repair or pay the cost of repairing damage to any Park Improvement that occurs prior to the City's final acceptance of Crown Reserve Park and related improvements, except for damage caused solely by the City, its agents, employees, or contractors. Developer will give reasonable notice to the City before undertaking the repair of any damaged improvement.

17. Operation of Improvements Prior to Final Acceptance: Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare, which will not constitute the acceptance of any improvement by the City, nor will such action affect, in any way, Developer's warranty under this Agreement.

18. Survey Monuments: Upon completing the Park Improvements, Developer must replace any lot corners and survey monuments as required by Idaho Code.

19. Inspection Prior to Acceptance: Upon receiving notice that the Developer has completed the Park Improvements, the City will schedule inspections of the improvements within 15 days. The City may inspect all Park Improvements in dedicated easements or rights-of-way within Crown Reserve Subdivision. Utility providers may inspect any phase of work on Park Improvements of which it is to assume control. The City or the appropriate utility, will inform the Developer in writing of any deficiencies in the work found during the inspection. Developer will, at its own expense, correct all deficiencies found. Upon receiving notice that the deficiencies have been corrected, the City, or the appropriate utility, will re-inspect the improvements within 15 days. Such re-inspections will continue until Developer has corrected all deficiencies in the Park Improvements.

20. Requesting Acceptance: After a final inspection has determined that all Park Improvements and other work meet City standards, the Developer may request in writing that the City accept the Park Improvements and reimbursement for any reimbursable work under this Agreement. The request must be accompanied by:

20.1. Certified as-built drawings that meets City standards.

20.2. A Certificate of Compliance signed and stamped by the Engineer establishing that the Park Improvements have been constructed in accordance with the Approved Plans.

20.3. A certification that all contractors and vendors have been paid, and no liens or other claims have been recorded, and certification that Developer knows of no intent to file a claim or lien against the property, the improvement, the City or private utility improvements.

20.4. A detailed accounting identifying the basis for each reimbursement request.

21. Acceptance: Upon receipt of Developer's request to accept the improvements, the City will have fifteen (15) days to review the request along with all submitted documentation, through a Warranty Deed, and if the request is complete and complies with all the requirements of this Agreement, the City will place acceptance of the Crown Reserve Park on the next available City Council agenda. If the request is not complete or does not fully comply with this Agreement, the City will return the request to Developer noting the deficiencies. Thereafter, upon receipt of a request for acceptance from Developer that is fully complete and compliant with this Agreement, the acceptance will be placed on the next available City Council agenda.

22. Consequences of Final Acceptance: Upon final acceptance and dedication of Crown Reserve Park, the City will maintain the park and all related improvements except regarding Developer's warranty obligations under this Agreement.

23. Payment of Reimbursement: Once the City Council has accepted the dedication of Crown Reserve Park, Developer will submit an invoice for payment of its reimbursable costs and expenses under this Agreement. City will reimburse Developer for its invoices submitted under this Agreement within ninety (90) days after receipt.

24. Warranty: Developer must warrant the design, construction materials and workmanship of the Park Improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year. This warranty must cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or during repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon Final Acceptance. Developer's warranty will not extend to any failure or defect caused solely by changes in construction processes or materials required by the City (but excluding workmanship in implementing City required changes). The fact that the City takes any action, or omits to take any action, authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of Developer's warranty.

25. Warranty Guaranty: To secure Developer's performance of the warranty under this Agreement, Developer must provide a warranty guaranty using one of the following methods in an amount determined as follows:

Actual Cost of All Improvements	Percent to Secure Warranty
Less than \$500,000.00	10.0%
\$500,000.00 - \$1,000,000.00	7.5%
Over \$1,000,000.00	5.0%

25.1 Bond. Developer may provide a guaranty bond from a company qualified by law to act as a surety in the State of Idaho. The bond must be in a form approved by the City. The bond must name the City as the sole obligee and Developer as the principal.

25.2. Escrow. Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds will be governed by an escrow agreement in a form approved by the City.

25.3. Letter of Credit. Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

26. Warranty Claims: The City will notify Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 24. If possible, the City will notify Developer before conducting any test or inspections to determine the cause of the failure or defect and will notify Developer of the results of all such tests and inspection. Developer must correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. Developer will correct the failure or defect at its own expense and to the satisfaction of the City. If Developer fails to correct the failure or defects within the time allowed, the City may correct the failure or defect at Developer's expense. If Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost. In case of an emergency affecting public health and safety, the City may make immediate required repairs and notify Developer and contractor as quickly as possible.

27. Default: The City may declare Developer to be in default under the following circumstances:

27.1. If Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors.

27.2. If Developer has failed in any measurable way to perform its obligations under this Agreement (except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes), provided the City gives Developer notice of the failure to perform and Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer must be in writing by certified mail, return receipt requested.

27.3. If the actions of Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare Developer in default without providing prior notice and opportunity to cure.

28. Remedies for Default: Upon a declaration of default, and failure to cure under Section 27, the City may:

28.1. Perform any act required of Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. Developer is liable to the City for any costs incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to Developer to correct actions to remedy any items that fall under subsection 27.3.

28.2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing Developer's obligations under this Agreement.

28.3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

29. General Provisions:

29.1. Notices. Notices under this Agreement must be in writing and, if personally delivered or sent by facsimile, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by facsimile to the following addresses and telephone numbers:

Developer: Medalist Development, Inc.
4752 W Riverbend Ave
Post Falls, ID 83854

Email: Tagj@riverbendcp.com

City: City of Post Falls
Attn: Parks and Recreation Director
408 N. Spokane St. Post Falls, ID 83854

Email: dfair@postfallsidaho.org

Either party may change its address for notices by at least fifteen (15) days' advance written notice to the other.

29.2. Time of Essence: Except as otherwise specifically provided in this Agreement, time is of the essence for each provision of this Agreement.

29.3. Indemnification: Developer hereby agrees to indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to its performance of duties pursuant to this Agreement. The liability assumed by Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Crown Reserve city park improvement will take place on lands, which may be owned or otherwise subject to control by the City. Developer will provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City will be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. Developer will hold the City harmless against any claims made by the Developer's contractors.

29.4. Non-Discrimination: In performing its obligations under this Agreement, Developer must not discriminate against any person based on disability, race, creed, color, national origin, sex, marital status, or age. Developer agrees to incorporate this requirement in its agreements with the Consultants and any other contractor who works on the trail.

29.5. Approval and Consent: Wherever in this Agreement consent or approval of either party is required; consent or approval will not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

29.6. Neutral Construction: This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

29.7. Captions: The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

29.8. Waiver: The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

29.9. Subsequent Modifications: This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

29.10. Saturdays, Sundays, and Legal Holidays: If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

29.11. Venue: In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Kootenai County, Idaho and any action may not be brought or removed to any other venue.

29.12. Applicable Law: This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Idaho. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

29.13. Attorney Fees/Meet and Confer: Should either party need to resort to court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action is entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party that refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

29.14. Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the design and construction of the subject trail and supersedes and replaces all written and oral agreements previously made or existing between the parties concerning the trail. All other obligations contained in other agreements between the parties, including, but not limited to, the Development and Annexation Agreement remain in full force and effect without modification.

29.15. Counterparts: This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

29.16 Estoppel Certificate: Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the

right to execute any certificate requested by Developer hereunder. City acknowledges that certificate hereunder may be relied upon by transferees and Mortgagees.

30. Additional Requirements of the State of Idaho: The clauses in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

30.1. Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Developer employs ten (10) or more persons, then the Developer certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code § 67-2346).

30.2. Government of China: The Developer certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

30.4. Contract with Abortion Providers: To the extent this Agreement is subject to the use of public funds, the Developer certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

30.5. Employment of Bona Fide Idaho Residents: If this Agreement contemplates public works construction, the Developer agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on the work contemplated by this Agreement in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If the Developer employs less than fifty (50) employees on the work contemplated by this Agreement, the Developer may employ up to ten (10%) nonresidents on the work. In all cases, the Developer agrees to give a preference to bona fide Idaho residents. The parties agree that if the work contemplated by this Agreement involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Post Falls

Medalist Development, Inc.

Mayor Ronald G. Jacobson

Tag Jacklin, President

Date Executed: _____

Date Executed: 11/26/2025

ATTEST:

Shannon Howard, City Clerk

State of Idaho)
 : SS
County of Kootenai)

On this _____ day of October 2025 before me, a notary for the State of Idaho, personally appeared **Ronald G. Jacobson** and **Shannon Howard**, personally known, or identified to me to be the **Mayor** and **City Clerk** of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to the within instrument, and acknowledged that the City of Post Falls executed the same.

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

Notary Public for the State of Idaho
Residing at: _____
My Commission Expires: _____

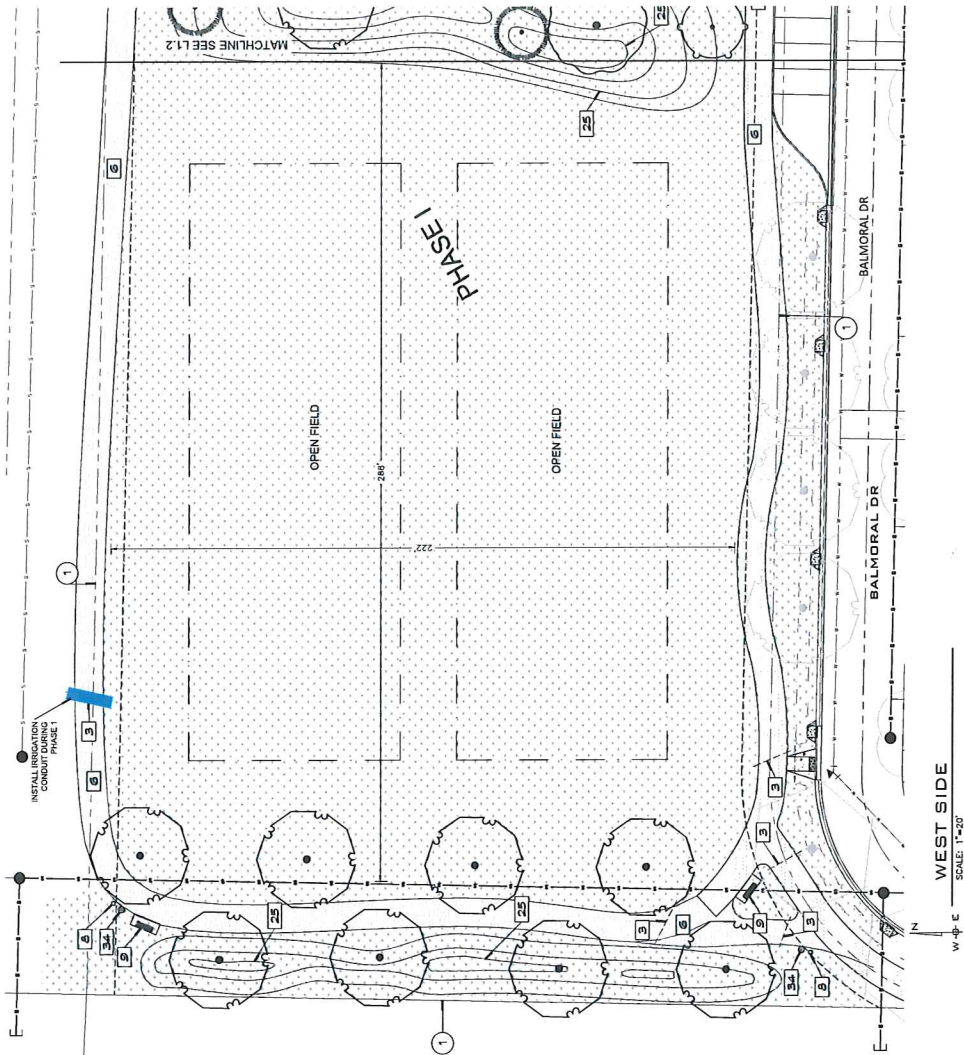
State of Idaho)
 : SS
County of Kootenai)

On this 26 day of ^{November} ~~October~~ 2025 before me, a notary for the State of Idaho, personally appeared Tag Jacklin, who, being by me first duly sworn, declared that he is the **President** of **Medalist Development, Inc.** and that they signed the foregoing document as a President of the company, and that all statements therein contained are true.

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



Louise A. Way-Rohrbach
Notary Public for the State of Idaho
Residing at: Post Falls
My Commission Expires: May 9, 2028



REFERENCE NOTES SCHEDULE WEST			
SYMBOL	CODE	DESCRIPTION	QTY DETAIL

PROPERTY LINE

4" TO 6" SERVICE IRRIGATION PIPES (OR SIZES),
SPACING 10' TO 12' ON CENTER
ELEVATION SEE IRRIGATION PLAN FOR MORE

10' WIDE ASPHALT PATH @ 300K, SHEET 11.3

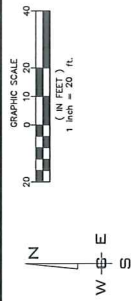
MUTTITT DISPENSER @ 300K, SHEET 11.3, CITY TO 2

PHASE 1 CONTRACTOR TO INSTALL 4"X6" CONCRETE
BENCH PAD @ SEE 300K, SHEET 11.4, CITY TO INSTALL
BENCH, SLOCA

3" TO 5" MEASURING GUM

10' WIDE ASPHALT @ 300K, SEE SHEET 11.3
CITY TO INSTALL

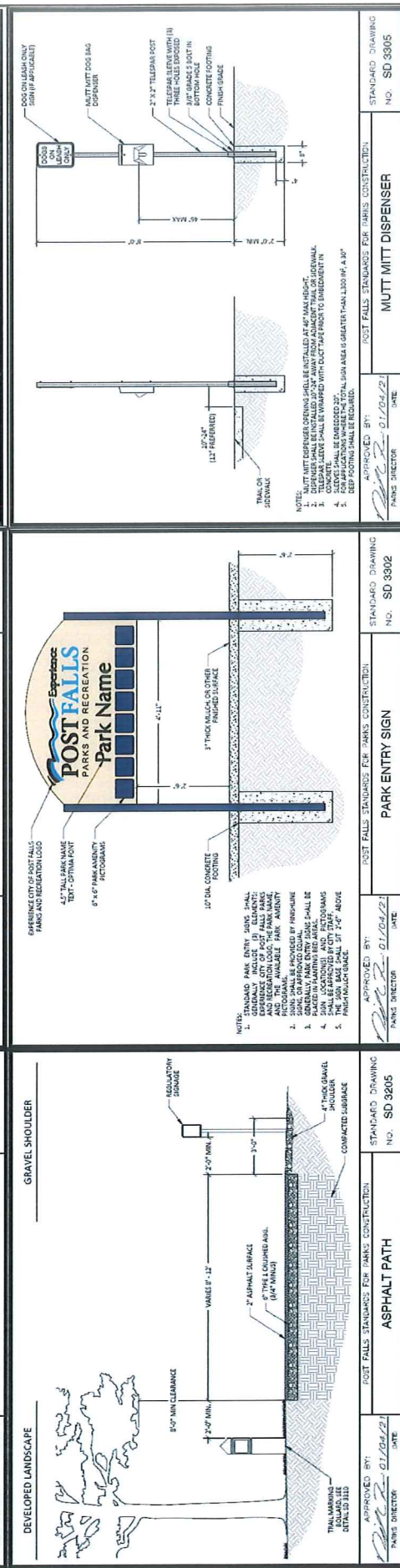
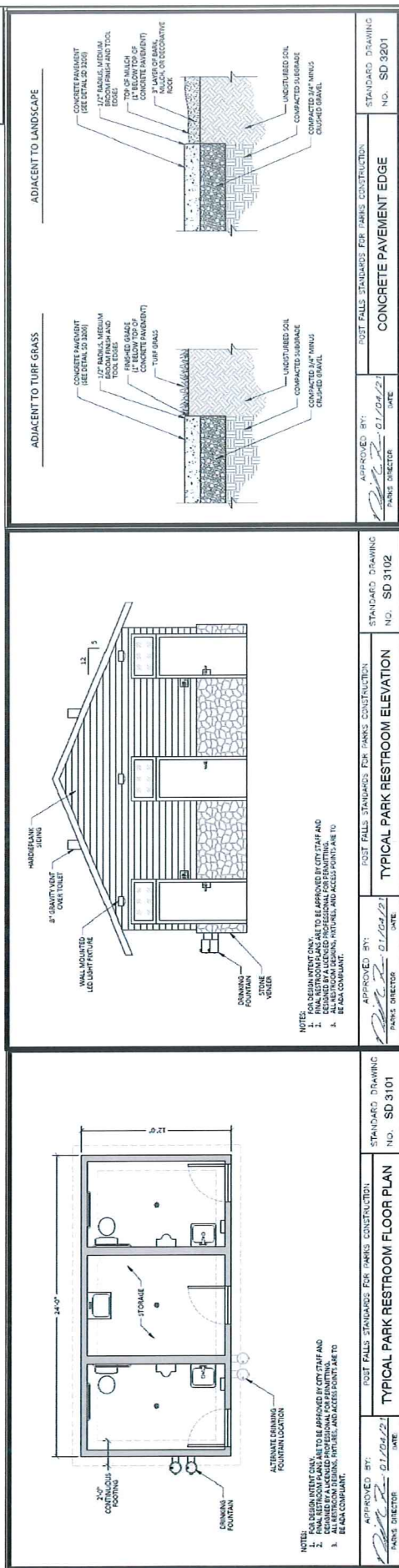
PLANT SCHEDULE WEST				FIELD#
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>
TREES				
	03	0	GLEITZIA TRACANTHOS JANZENIA HONEYCUCUR	7' CAL CLASS III
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>
GROUND COVERS				
		77	BLUE GRASS SEED MIX	HYDROSEED

[illegible][illegible]

SHEET
L1.1

JOB NUMBER
24-3750

NAVD - 88



NAVD - 88

DATE: 01/24/2024

PROJECT: 2024-0150

SCALE: 1"=40'

PROJECT: 2024-0150

NAVJUS 7501 DMC

DATE: 01/24/2024

PROJECT: 2024-0150

SCALE: 1"=40'

PROJECT: 2024-0150

NAVD - 88

DATE: 01/24/2024

PROJECT: 2024-0150

SCALE: 1"=40'

PROJECT: 2024-0150

NAVJUS 7501 DMC

DATE: 01/24/2024

PROJECT: 2024-0150

SCALE: 1"=40'

PROJECT: 2024-0150

NW 1/4, SEC. 22, T. 51 N., R. 05 W., B. 1 M.



STANDARD DRAWING
NO. SD 3306
BENCH

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3312
BIKE RACK INSTALLATION

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3307
TRASH RECEPTACLE

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3401
PLAY AREA SURFACE - ENF

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3402
PLAY AREA SUMP

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3308
BIG CAN TRASH RECEPTACLE

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3306
BENCH

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3312
BIKE RACK INSTALLATION

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3307
TRASH RECEPTACLE

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3401
PLAY AREA SURFACE - ENF

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PARKS DIRECTOR

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PLAY AREA SUMP

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PARKS DIRECTOR

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BIG CAN TRASH RECEPTACLE

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PARKS DIRECTOR

STANDARD DRAWING
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PARKS DIRECTOR

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PLAY AREA SUMP

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3308
BIG CAN TRASH RECEPTACLE

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3306
BENCH

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3312
BIKE RACK INSTALLATION

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3307
TRASH RECEPTACLE

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3401
PLAY AREA SURFACE - ENF

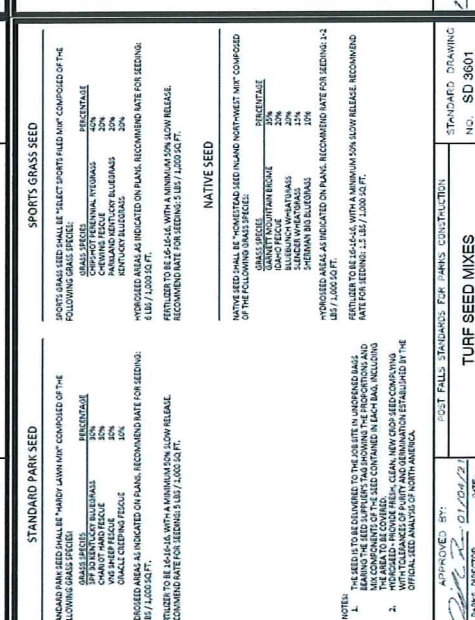
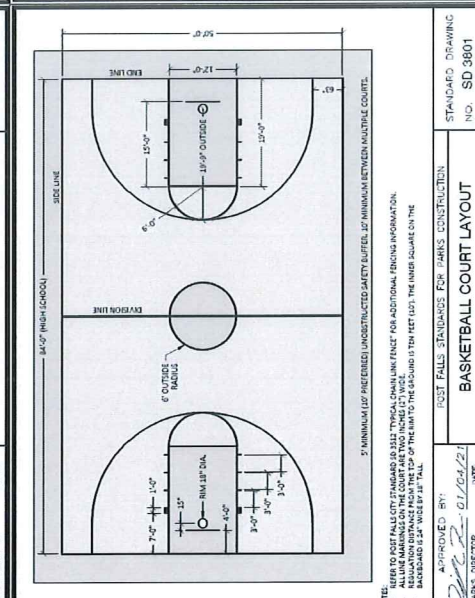
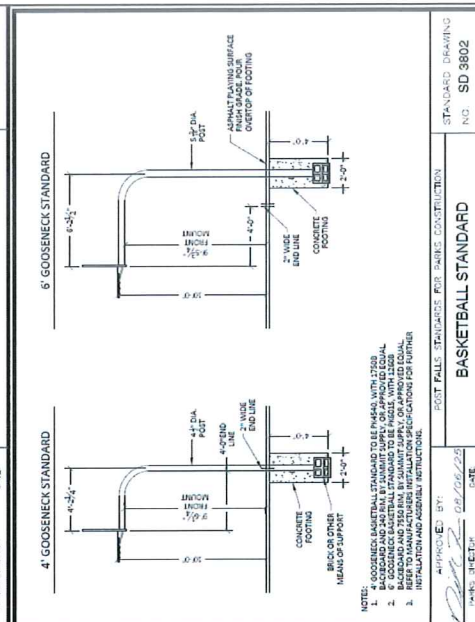
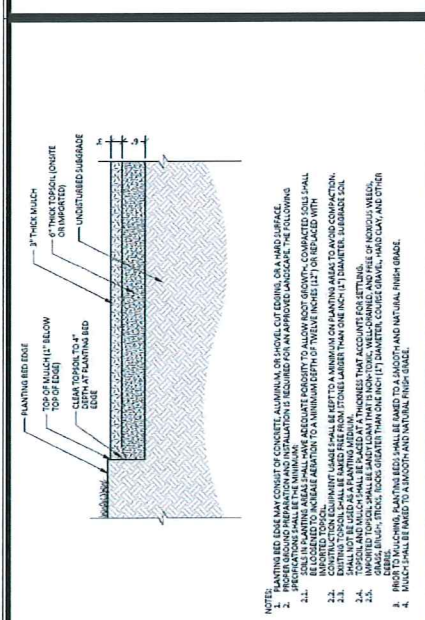
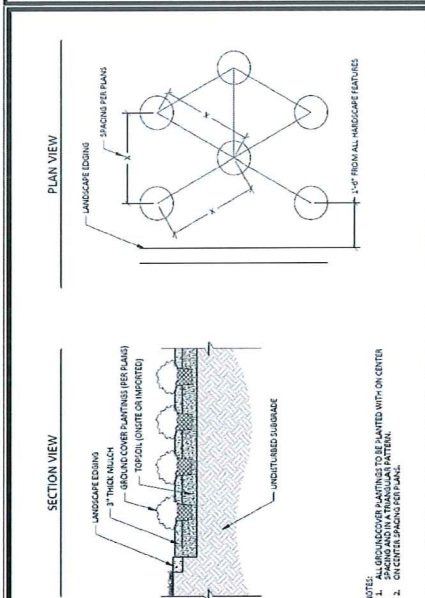
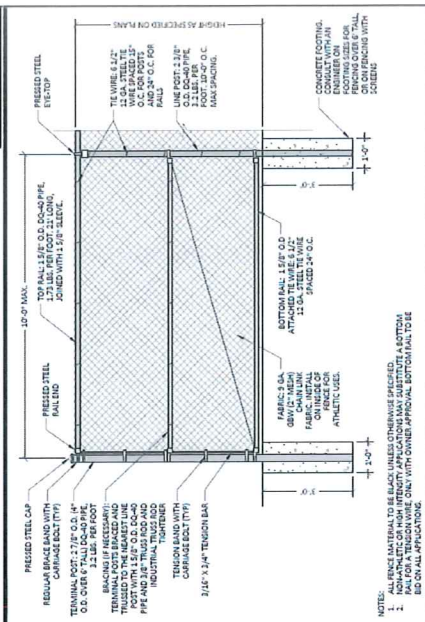
APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

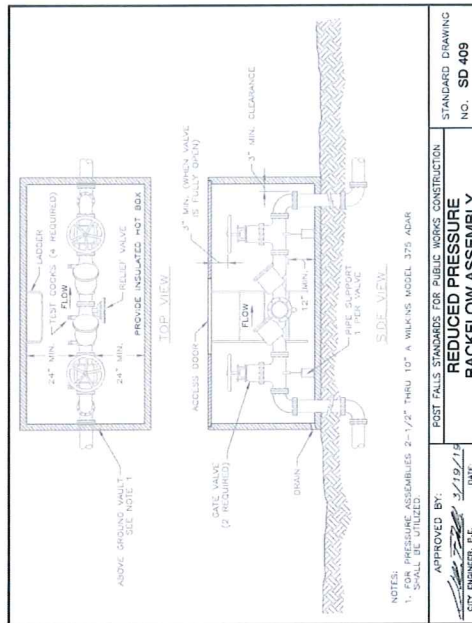
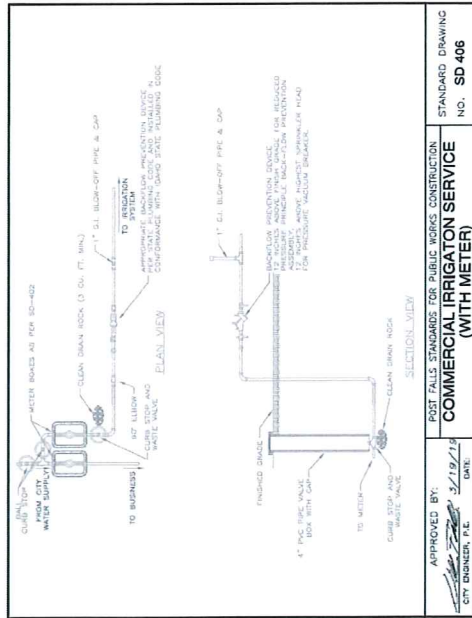
STANDARD DRAWING
NO. SD 3402
PLAY AREA SUMP

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

STANDARD DRAWING
NO. SD 3308
BIG CAN TRASH RECEPTACLE

APPROVED BY: *[Signature]* DATE: 01/04/23
PARKS DIRECTOR

[illegible]

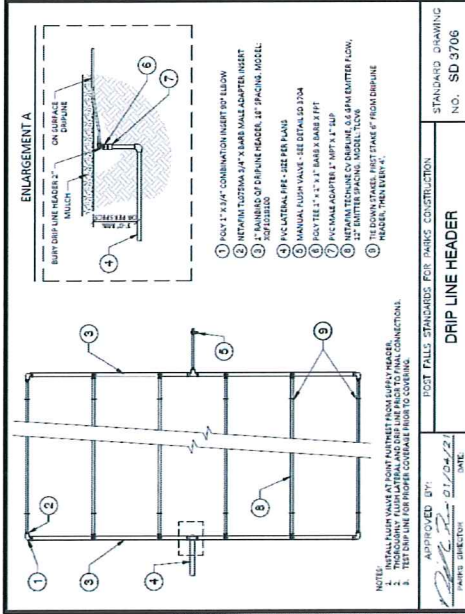


Category	Product
Backflow Preventer	Valves, Dependent on Size
Backflow Enclosure	Guard Shroud Enclosure, Size Dependent on Backflow Size
Flow Meter	Baseline Hydrometer, BHM
Controller	Baseline EquisStation 3200
Mainsline	Dependent on Size
Lateral	Sch 40 PVC - 24" depth
Submain	Sch 40 PVC - 12" depth
Spraying	Sch 40 PVC
Valves	Hunter P20V, ICV
Pipes	Hunter HD44 + LRC
Quick Coupler	Sch 40 PVC
Fittings	- Rotors: Sch 80 PVC Teepee with Mures Street Ends - End Caps: Swing Pipe Tapping - Adapter Fitting: PVC, 1/2" x 1/2" Ad
Rovers	Hunter MF Rotor
Ream	Hunter Pro-Spray
Spray	- Field Installed PVC Header with 1/2" Spigot - 1/2" x 1/2" x 12' Long
One Line	Nephil Taphing, PVC, 1/2" OD#9-12

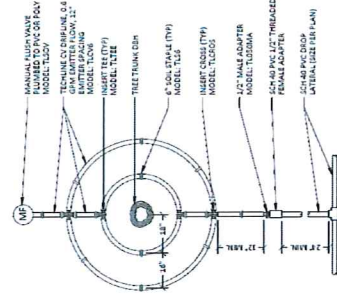
NOTES:

1. THIS LIST IS INTENDED TO SERVE AS STANDARD IRRIGATION PRODUCT SPECIFICATIONS. NOT ALL INSTALLATIONS MAY FOLLOWING THESE STANDARDS.
2. REFER TO OTHER CITY OF FORT FALLS STANDARD IRRIGATION DETAILS FOR FURTHER INSTALLATION INFORMATION.

APPROVED BY:  ROBERT C. RASMUSSEN PAVING DIRECTOR	POST FALLS STANDARDS FOR PAVING CONSTRUCTION	STANDARD DRAWING NO. SD 3701
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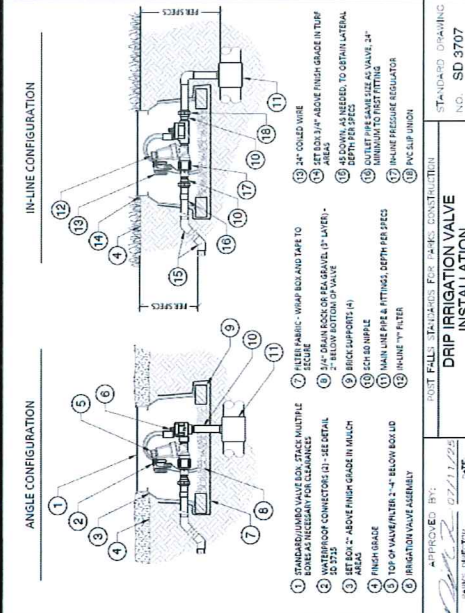


APPROVED BY: <i>[Signature]</i>	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING NO. SD 3702
DATE: 01/04/21	TREE IRRIGATION NETAFIM TECHLINE CV	

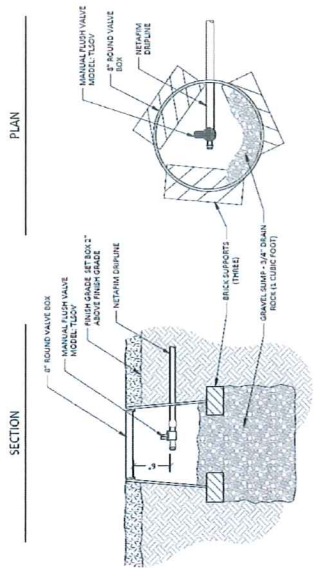


1. NOTES TO INSTALLER:
2. 1. INSTALL TECHNIQUE CV LOOP
3. 2. 3-INCHES FROM CENTER OF TREE
4. 3. TRUNK. INSTALL EACH ADDITIONAL
5. 4. LOOP AT 18" SPACING.
6. 5. 1. INSTALL TECHNIQUE CV DRUMLINE ON
7. 6. SURFACE. STAPLE IN PLACE EVERY 5-FT.
8. 7. 2. 1. DRUMLINE TO BE PLACED DRIVING
9. 8. 3. 2. FURTHER FROM FROM SUPPLY POINT
10. 9. 4. THOROUGHLY FLUSH LATERAL AND
11. 10. 5. DRUMLINE PRIOR TO FINAL
12. 11. 6. CONNECTIONS.
13. 12. 7. 1. TECHNIQUE CV DRUMLINE
14. 13. 8. 2. 2. DRUMLINE TREATMENT AS
15. 14. 9. 3. DIRECTED IN LANGUAGE PLAN.
16. 15. 10. 4. 1. INSTALL TECHNIQUE CV IN ACCORDANCE
17. 16. 11. 5. WITH TREATMENT INSTALLATION

APPROVED BY: <i>[Signature]</i>	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING NO. SD 3702
DATE: 01/04/21	TREE IRRIGATION NETAFIM TECHLINE CV	



APPROVED BY:  PARKS DIRECTOR	DATE 01/04/21	POST FALLS STANDARDS FOR PARKS CONSTRUCTION MANUAL FLUSH VALVE - NETAFIM	STANDARD DRAWING NO. SD 3705
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APPROVED BY:  PARKS DIRECTOR	DATE 01/04/21	POST FALLS STANDARDS FOR PARKS CONSTRUCTION MANUAL FLUSH VALVE - NETAFIM	STANDARD DRAWING NO. SD 3705
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APPROVED BY:	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING NO. SD 3706
 PARKS DIRECTOR	DRIP LINE HEADER DATE: 01/04/21	

APPROVED BY: 	POST FALLS STANDARDS FOR PARKS CONSTRUCTION DRIP IRRIGATION VALVE INSTALLATION	STANDARD DRAWING NO. SD 3707
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APPROVED BY: <i>[Signature]</i>	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING N. SD 3708
07/11/25	STANDARD IRRIGATION VALVE	INSTALLATION

SHEET
L2.3

JOB NUMBER
24-3750

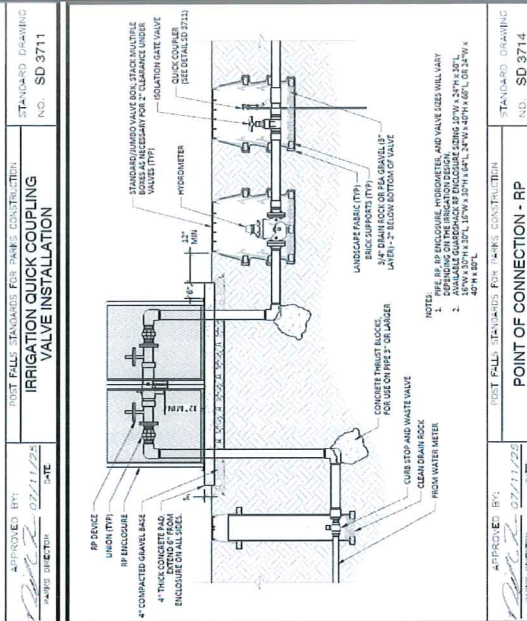
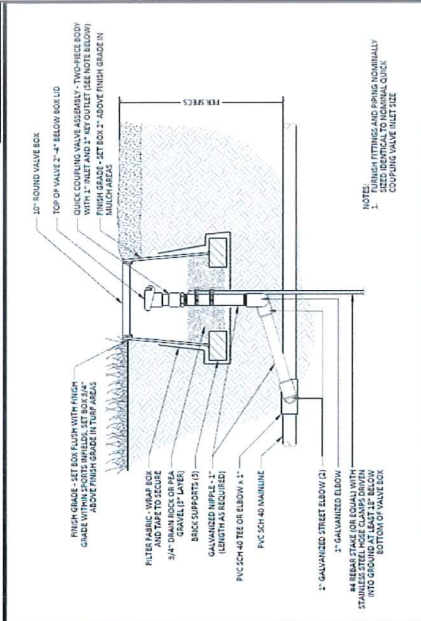
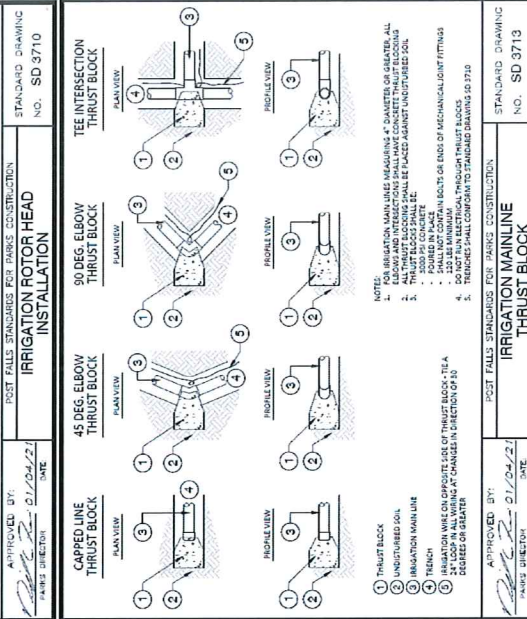
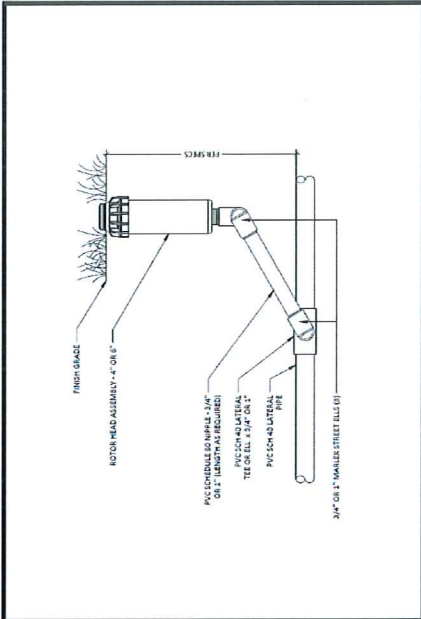
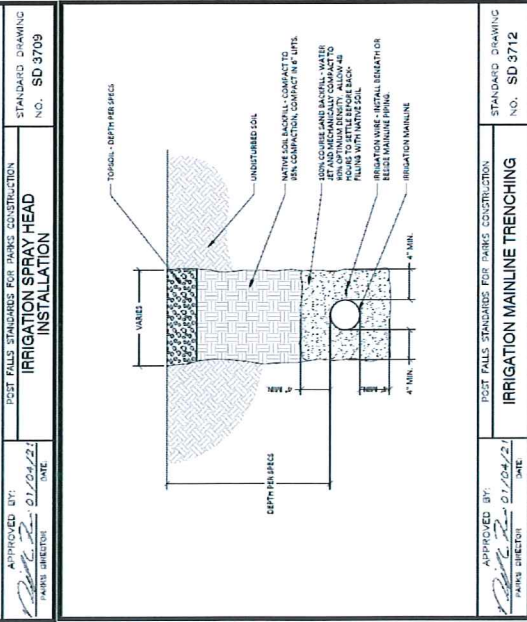
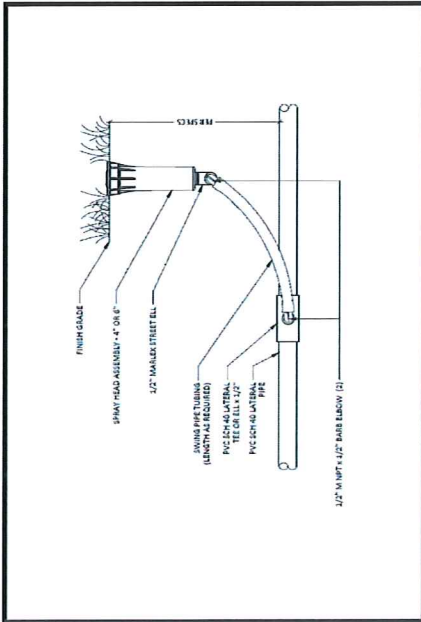
NCE
NORRIS CONSULTING ENGINEERS
315 E. IRIS ROAD
PO BOX 1000
SPRINGFIELD, IL 62763-1000
PH: 217-244-0011 FAX: 217-244-0027

	PROJ #:	24-3750	DATE:	10/24/25	DESIGNED BY:	MM
	SCALE:		DRAWN:		CHECKED BY:	MM
	HORIZONTAL:		REVIEWED:		DATE:	
	VERTICAL:					
	N/A					
10/25/2025		10/25/2025				

[illegible]

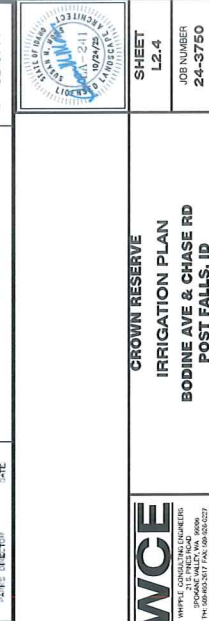
NW¼, SEC.22, T.51N., R.05W., B.M.

UNDERGROUND SERVICE ALERT
UTAH
811
CALL BEFORE YOU DIG
UTAH 811



APPROVED BY: <i>[Signature]</i>	DATE: 01/04/21	STANDARD DRAWING NO. SD 3712
IRRIGATION MAINLINE TRENCHING		
POST FALLS STANDARDS FOR PARKS CONSTRUCTION		

APPROVED BY: <i>[Signature]</i>	DATE: 01/04/21	STANDARD DRAWING NO. SD 3713
IRRIGATION MAINLINE THRUST BLOCK		
POST FALLS STANDARDS FOR PARKS CONSTRUCTION		



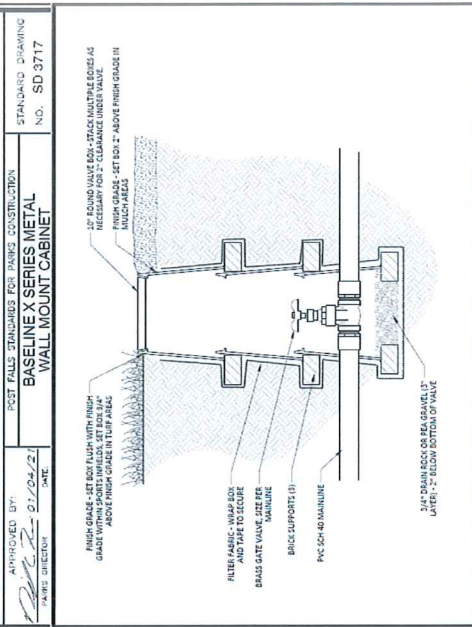
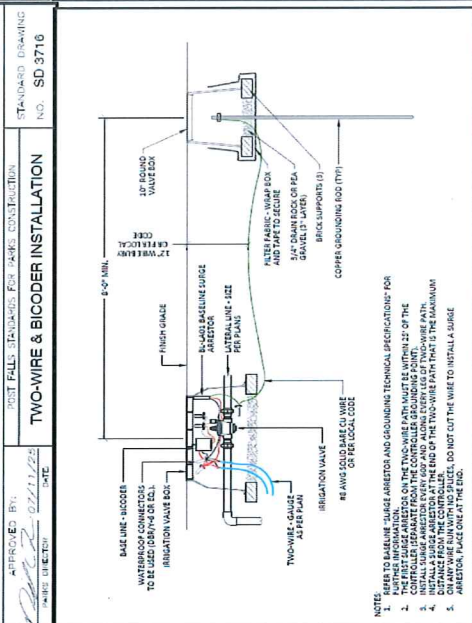
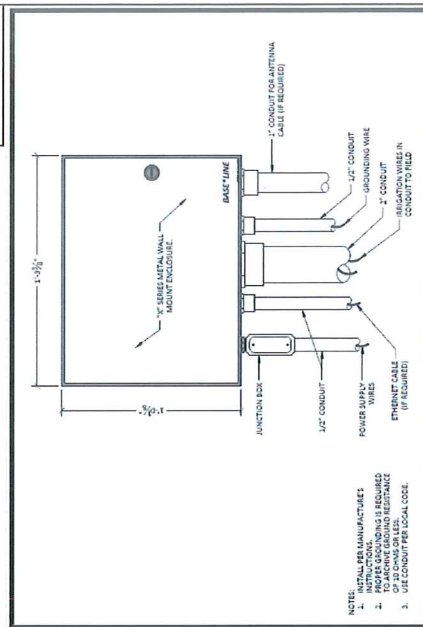
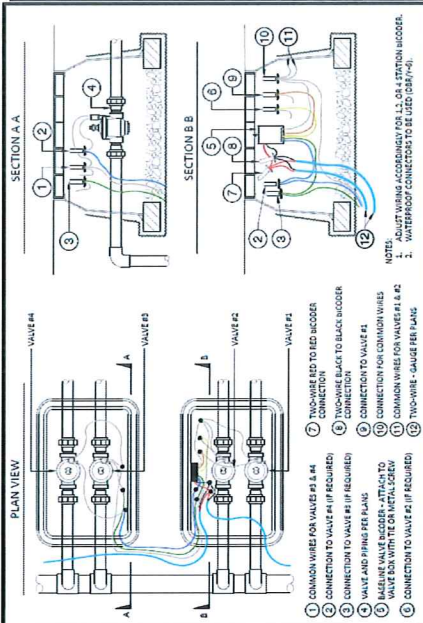
NAVD - 88
42 HOUR STATIC OCCUPATION, GRADE POST PROCESS, PT 1 DC (BASE)/PT 100001 GPUS/PT 001 DWG.
VERTICAL DATUM IS NAVD 88 2200 IS

SCALE:	PROJ #:	24-3750
HORIZONTAL:	DATE:	10/24/20
VERTICAL:	DRAWN:	SMH
1"=30'	REVIEWED:	RDK
N/A		

CONSTRUCTION	NO.	24-3750
DESIGN	NO.	10/24/20
DRAWING	NO.	SMH
REVIEWED	NO.	RDK

CROWN RESERVE
IRRIGATION PLAN
BODINE AVE & CHASE RD
POST FALLS, ID

SHEET
L2.4
JOB NUMBER
24-3750



APPROVED BY:  PAIRIS DIRECTOR	DATE: 01/04/2018	POST FALLS STANDARDS FOR PAIRS CONSTRUCTION BASELINE WALL MOUNT CABINET GROUNDING INSTALLATION	STANDARD DRAWING NO. SD 3718
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APPROVED BY: 	DATE: 07/11/25	POST FALLS STANDARDS FOR PARKS CONSTRUCTION BASELINE SURGE ARRESTOR INSTALLATION	STANDARD DRAWING NO. SD 3721
PARK DIRECTOR			

APPROVED BY: 	DATE 07/11/25	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING NO. SD 3723
IRRIIGATION GATE VALVE INSTALLATION			


NAVJ - 88
 NAVJAG DISCUSSION, GROSS POST PROCESS, P1 1 DC (BASE) P1 100001 GROSS/NO DMC,
 VERTICAL DATA IS NAVJ 88 GROSS B

[illegible]

 WHITNEY CONSULTING ENGINEERS 10000 10TH AVENUE, SUITE 300 BOZEMAN, MONTANA 59717-1000 PHONE: (406) 552-7600 FAX: (406) 552-7601 WWW.WCE-INC.COM	CROWN RESERVE IRRIGATION PLAN BODINE AVE & CHASE RD POST FALLS, ID	SHEET L2.5	 JOB NUMBER 24-3750

Exhibit B

Crown Reserve Public Park Reimbursements

The Developer (Medalist Development, Inc) will be constructing the Park Improvements located within the future Crown Reserve Public Park, consistent with the Approved Construction Plans, as included in Exhibit A of this Construction Improvement Agreement.

Upon acceptance of these improvements (construction completion, engineer's certification receipt of final project costs, as-built drawing submittal, and established warranty of improvements), the City will reimburse the developer from Park Impact Fees.

Crown Reserve Public Park Improvements	
1 Basketball Court Prep/Pave	\$ 73,837.21
2 Basketball Court Fencing	\$ 23,226.44
3 Basketball Hoop Install	\$ 26,160.76
4 Internal Concrete Prep and Pour (Includes Playground Curb)	\$ 96,139.14
5 Electrical (1)	\$ 15,058.37
6 Water/Sewer Stubs extended to Future Bathroom	\$ 8,167.57
7 Double Depth Drywell	\$ 4,988.52
8 50% Split of Landscape Design Fees	\$ 30,000.00
9 On-Street Parking	\$ 51,615.00
10 Structural Fill for Basketball Court	\$ 1,600.00
11 1" Domestic Restroom Service (3)	\$ 2,800.00
12 EGID Hookup Fee - 1" Domestic Service	\$ 3,665.00
13 2" Irrigation splash Pad Service (3)	\$ 5,485.00
14 2" Sewer Stub (2)	\$ 1,385.00
15 Pedestrian Ramp	\$ 1,840.00
16 ADA Signage and Striping	\$ 3,412.00
Total	\$ 349,380.01

(1) It is Developer's understanding that there may be an additional upcharge from Avista to Upsize Current Transformer to accommodate the City's request for a 400A service for the Park. This cost, if any, is currently unknown. If there is an upsizing charge, the City agrees to pay for this upsizing fee.

(2) It is Developer's understanding that any Sewer hookup/cap fees would be charged at the time of the building permit and would be paid for by the City. The City agrees to pay for these hookup/cap fees directly.

(3) It is Developer's understanding that there will be no cap fees related to the 1" Domestic Restroom Service or 2" Irrigation splash pad service. The City agrees to pay for these cap fees directly.

The City agrees to reimburse Developer within 90 days of acceptance of the projects and receipt of an invoice requesting reimbursement.

Crown Reserve Construction Improvement Agreement

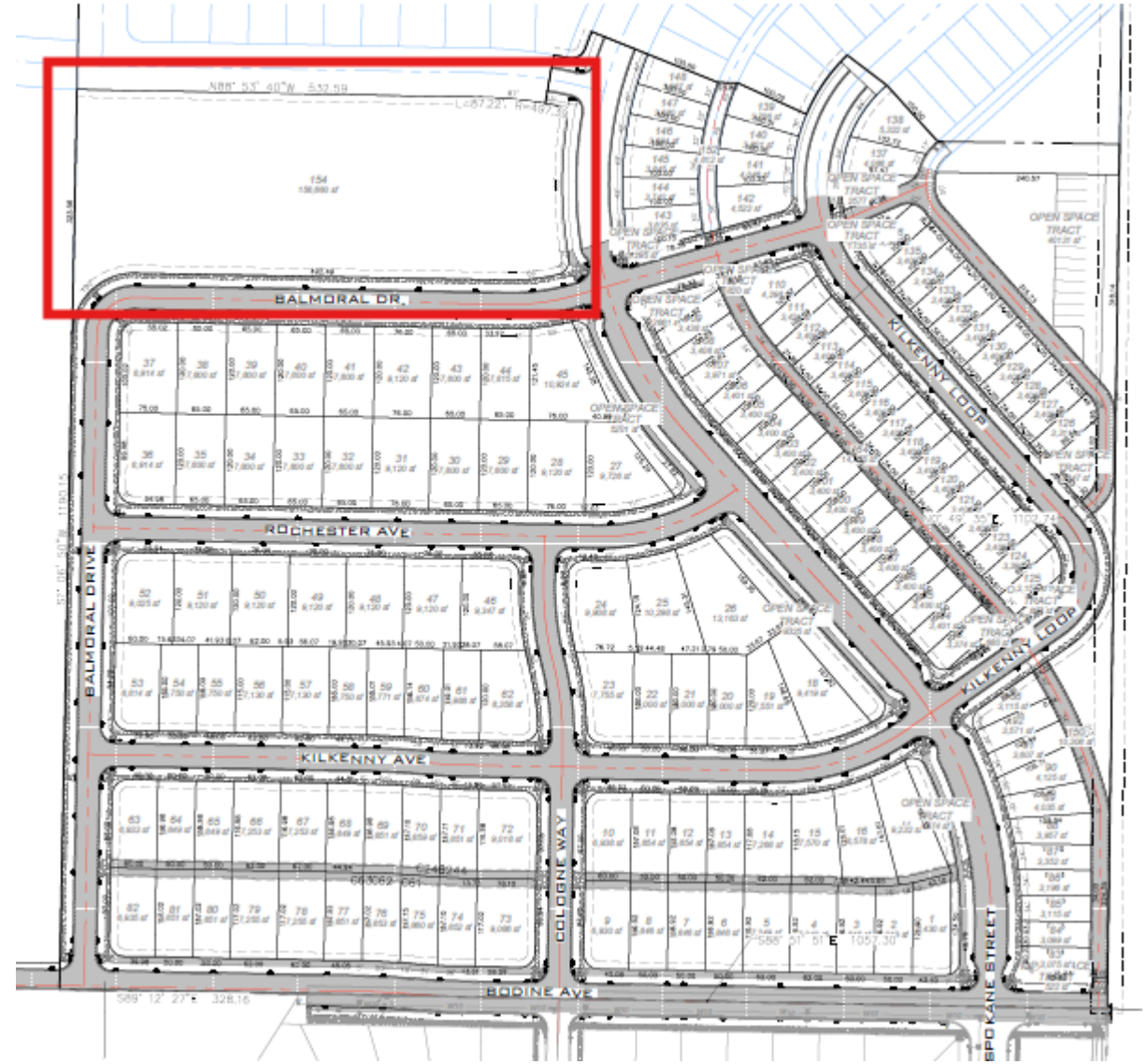
Robbie Quinn
Parks Planner

12/16/25
City Council Meeting



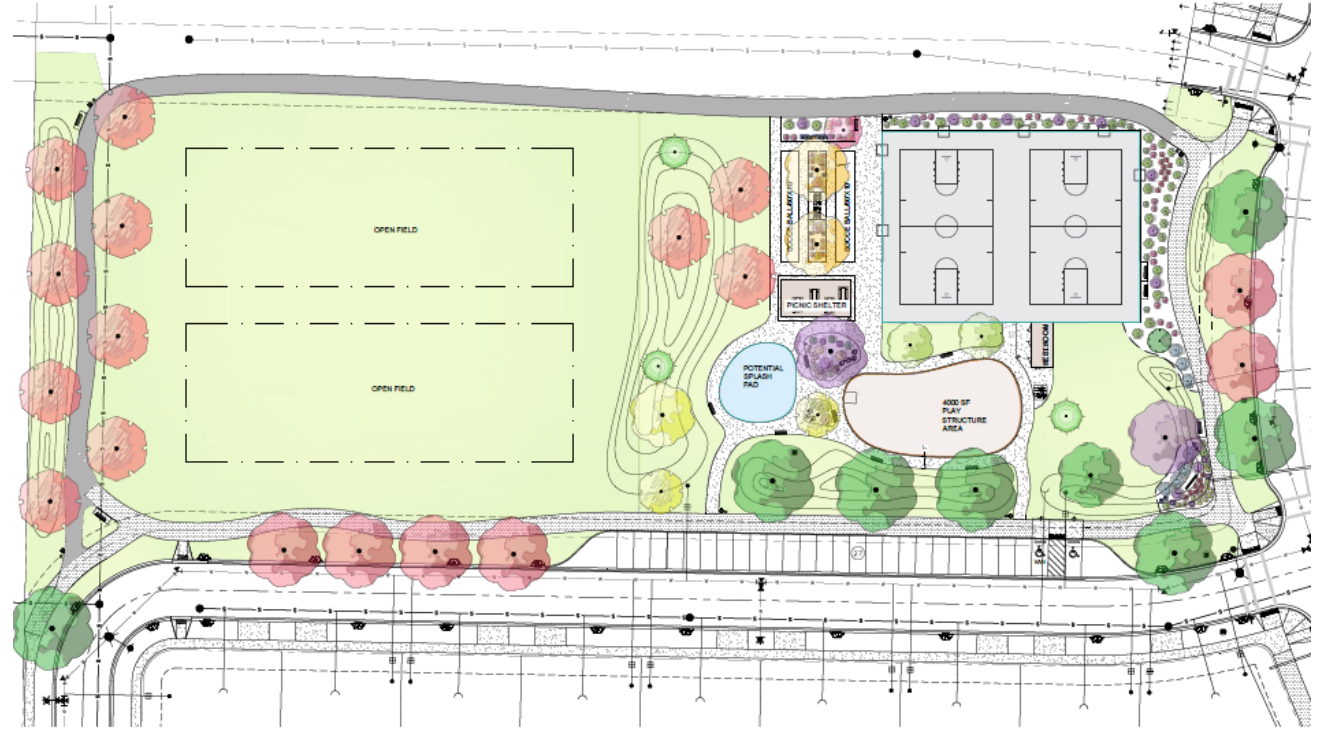
Construction Improvement Agreement

- Construction of a 3.6-acre park during phase 1 Crown Reserve subdivision construction.



Construction Improvement Agreement

- Site Utilities – Water, Sewer, Electrical
- Stormwater Drainage
- 27 Stall Parking Area
- Concrete Walking Surfaces
- Playground Curbing
- 2 Basketball Courts
- Site Earthwork, Excavation, & Grading
- Landscaping and Irrigation
- Asphalt Loop Path
- Road frontage Improvements



Timeline

- Park & Subdivision Construction
 - Winter 2025/Spring 2026
- Completed by November 2026



Impact Fee Reimbursement

- The City will Reimburse the developer **\$349,380.01** for the park construction paid out of Park Impact Fees.
- Reimbursement will be request by the developer after final inspection and acceptance of the Park Improvements and with dedication of the park to the City.



Questions?

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robbie Quinn, Parks Planner
SUBJECT: Quarry Sports Complex Grant of Sewer Easement

ITEM AND RECOMMENDED ACTION:

Staff is requesting council approval for the Mayor to sign a sewer easement to Ross Point Water District for their current sewer service that runs on the north end of the Quarry Sports Complex property.

DISCUSSION:

During design work for the Quarry Sports complex, it was discovered that a sewer easement was not recorded for the Ross Point Water District (RPWD) sewer service, that runs along the north end of the City property. In 2017 RPWD connected their office to the city sewer at the time of Charleville Rd construction and sewer mainline installation. Because the RPWD parcel does not front Charleville, the sewer service was installed along the north end of the City property. This 20' easement grants RPWD the legal right to own and maintain their sewer service on city property.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. RPWD Sewer Easement Exhibit
2. RPWD Sewer Easement

Kootenai
County Fire
and Rescue

EXSITNG SEWER
SERVICE

Ross Point
Water District

NEW 20' WIDE
SEWER EASEMENT

Quarry Sports
Complex

4367 N CHARLEVILLE RD

N CHARLEVILLE RD

Recording Requested By:

City of Post Falls
408 W. Spokane Street
Post Falls, ID 83854

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the **City of Post Falls**, a municipal corporation, whose address is 408 Spokane Street, Kootenai County, Idaho, 83854, herein after termed "**GRANTOR**", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto **Ross Point Water District**, a water utility company, herein after termed "**GRANTEE**", whose address is 8584 W. Prairie Avenue, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a private sewer service over, under, upon and across the following described property, to wit:

SEE ATTACHED EXHIBIT A AND EXHIBIT B

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

IN WITNESS WHEREOF, Grantor has subscribed their name to this instrument.

DATED this _____ day of _____, 20 ____.

GRANTOR:

Ronald G. Jacobson, Mayor
City of Post Falls

ATTEST:

Shannon Howard, City Clerk
City of Post Falls

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this ____ day of _____ 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Ronald G. Jacobson, the Mayor of the City of Post Falls, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said municipal corporation to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Public

My Commission Expires: _____

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this ____ day of _____ 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Shannon Howard, the City Clerk of the City of Post Falls, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that she is authorized on behalf of said municipal corporation to execute all documents pertaining hereto and acknowledged to me that she executed the same as her voluntary act and deed on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Public

My Commission Expires: _____

Exhibit A
Sewer Easement

A strip of land lying over, under and across the North twenty (20) feet of Lot 1, Block 7 of the plat of Tullamore Seventh Addition filed in Book L of Plats at Page 128, Records of Kootenai County, lying in the northeast quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho and more particularly described as follows:

Beginning at the northeast corner of said Lot 1, Block 7 on the West right-of-way of Charleveille Road;

thence along said West right-of-way of Charleveille Road, along a non-tangent curve to the right with a radius of 7157.50 feet, an arc length of 20.00 feet, a central angle of 0°09'36" with a long chord that bears South 03°58'44" West a distance of 20.00 feet;

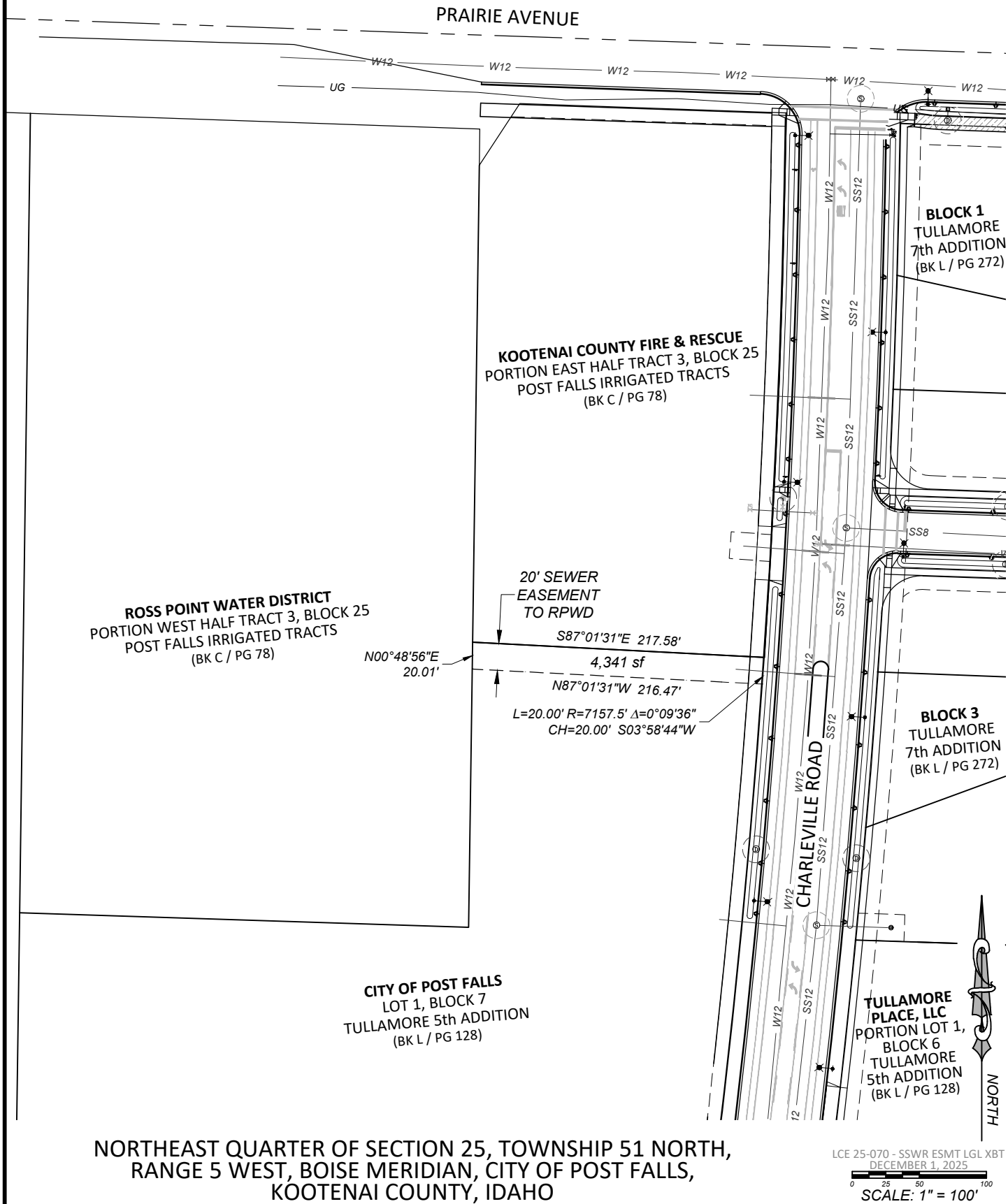
thence leaving said West right-of-way of Charleveille Road, North 87°01'31" West a distance of 216.47 feet to a point on the West boundary of said Lot 1, Block 7;

thence along said West boundary of Lot 1, Block 7, North 0°48'56" East a distance of 20.01 feet to the northwest corner of said Lot 1, Block 7;

thence along the North line of said Lot 1, Block 7, South 87°01'31" East a distance of 217.58 feet to the **Point of Beginning**;

said strip of land containing 4,341 square feet of land, more or less.

EXHIBIT B
SEWER EASEMENT EXHIBIT



**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 12/16/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Dave Fair, Parks and Recreation Director
SUBJECT: Parks and Recreation Presentation

ITEM AND RECOMMENDED ACTION:

Dave Fair will present on the changes to the Parks and Recreation Department during his tenure as Parks and Recreation Director. No action is expected on this matter.

DISCUSSION:

The department has changed and evolved over the last 30 years. This discussion will provide and overview of that change, where the department currently stands, and where the department needs to head.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. A last talk



LOOKING AT THE
PAST, TODAY, AND
TOMORROW...

POST FALLS
PARKS AND
RECREATION

AGENDA

Comparisons

Where we are now

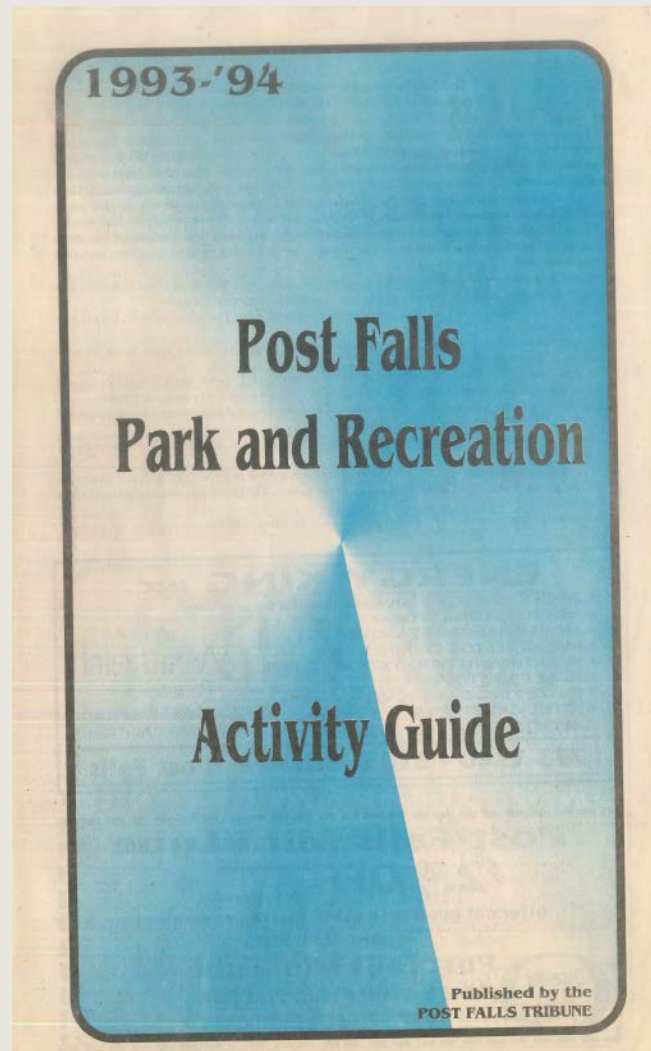
Successes

Where we came up short

Where we need to go

THEN AND NOW

Published once a year...



Page 6

INSTRUCTIONAL
Our Instructional basketball consists of boys and girls in kindergarten and 1st grades. This is a six week program on Saturday mornings. Registration will begin Monday, November 29th, with a deadline of Tuesday, January 4th. Classes will start on Saturday, January 14th.

PEPSI HOT SHOT
This popular event is back!! The Pepsi Hot Shot Contest will be held at the Post Falls High School on Saturday, February 5th, with registration at 8:00 a.m. and program starting at 9:00 a.m. The Pepsi Hot Shot contest is an event that tests your skills with other participants. The Pepsi Hot Shot allows you to prove your shooting abilities from 5 different areas on the basketball court. There are three divisions for both boys and girls. The age divisions are the same for both groups: 9-12 year olds; 13-15 year olds; and 16-18 year olds. Each winner will advance to the North Idaho championship to compete with other winners from Coeur d'Alene, Sandpoint, Priest River, Lakeland, and Kellogg. This event will be held on February 26th. This program is F R E E, so come on in and prove your skills in this exciting event.

MCDONALD'S CHRISTMAS CLINIC
The McDonald's Christmas Clinic will be held on Thursday, December 30th and Friday, December 31st from 9:00-12:00 noon at the Post Falls High School. This is for youths in grades 3rd through 8th. The fee for this two day event will be \$10 for everyone. You can register anytime the month of December.

POST FALLS BIATHLON
The annual Pepsi/Post Falls Biathlon will be held on Sunday, June 12th at 8:00 a.m. beginning and ending at Templin's Resort on 1st Avenue. This event consists of a 5 km run, 30 km bike, and a final 5 km run. The award's ceremony will follow immediately after our last contestant is in. The registration deadline will be Friday, June 3rd. The Post Falls Biathlon is a lot of fun and is designed for the whole family. There are two divisions: individual and team. Individual fee will be \$17.00 and team fee is \$25.00.

BIKE RALLY
The bike rally has been set to begin on Friday, June 24th, starting at 9:00 a.m. with registration at 8:00 a.m. This will consist of a bike safety course and then there will be bike trips. This will be a fun program and we are hoping to get all the 5 year olds and up involved in the exciting world of cycling. THIS IS FREE!!

POST FALLS PHYSICAL THERAPY & SPORTS MEDICINE
Physical Therapy & Sports Rehabilitation
• Allen Goodall, RPT •



L-R: Randy Boswell ATC; Sherri Theander, Office; Allen Goodall PT; Pam Lund PT aide; Warren Christiansen PT aide

**E. 105 10th Ave. Suite B
Post Falls (208) 773-0954**

A PROFESSIONAL LOOK

Published three times a year...



MOMMY & ME BALLET CLASSES

Ages: 2-3 (with an adult)
Instructor: Maria Carter
Location: Black Bay Depot, 1211 E. 3rd Avenue, Post Falls
Designed for little ones and their caregivers, this class offers a nurturing environment for children who may not be quite ready to dance independently. Through fun interactive songs and engaging games, we'll explore the fundamentals of ballet while fostering creativity, coordination, and confidence. Whether you're a seasoned dancer or new to ballet, this class is the perfect opportunity to bond with your child, share in the magic of movement, and create a safe space for exploration and expression.
Min. 4/Max. 10 5 sessions
Sa 9/20-10/25* 9:10-9:55am \$48 *No class 10/11
Sa 1/17-2/14 9:10-9:55am \$48

BASKETBALL TINY HOOPSTERS

Boys & Girls Ages: 4-Kindergarten
(Mus: be 4 by October 26)
Registration: August 1 - September 30
Location: Prairie View Elementary, 2478 E. Poleline Avenue, Post Falls
Each Saturday, kids will enjoy a short skills practice and then one Mini game to develop their skills. No games during Thanksgiving week, and no mid-week practices—just one fun session every Saturday! Sign up today and watch your little one get started on the court!
Preseason Parent Orientation: Tuesday, October 7 at 6:00pm at Prairie View Elementary Gym
Preseason Coaches Orientation: Wednesday, October 8 at 6:00pm at Post Falls City Hall Council Chambers
Fee: \$45/Res. \$53/Non-Res • Fees after: Sep. 12: \$54/Res. \$61/Non-Res.
Sa 11/1-12/13 9:00am-1:00pm (varies)

MAKE IT & TAKE IT

Ages: 3-5 (with an adult)
Location: Tree House, 582 E. 6th Avenue, Post Falls
In our warm and welcoming classroom, Spark creativity and hands-on fun in our Make It & Take It Class — designed just for curious little minds! Children ages 3-5 will explore art, play, and learning through engaging, age-appropriate projects they can proudly take home. Come create, play, and make some new friends! All supplies will be provided.
Min. 5/Max. 10 2 sessions
W 2/11-2/18 10:00-11:00am \$39
W 3/11-3/18 10:00-11:00am \$39

Early Childhood MAKE IT & TAKE IT

Small Class Setting

- ✓ Socialization
- ✓ Early Learning
- ✓ Motor Skills
- ✓ Childcare & Parental Engagement

2 sessions or \$39

Spring Sports

SOCCER - TINY KICKERS

Boys & Girls Ages: 3-4 (Must be 3 by April 11)
Registration: January 15-February 23 (or when full)
Location: Woodbridge park, 750 N. Silkwood Drive, Post Falls
Your child will be introduced to the basic skills of soccer in an active and playful environment. Each week will include 20 minutes of "skill-play" and a half-hour of scrimmage games.
Preseason Parent Orientation: Online video available March 5
Preseason Coaches Orientation: Wednesday, March 11, 5:30pm at Post Falls City Hall Council Chambers.
Fee: \$45/Res. \$53/Non-Res • Fees after Feb. 23: \$54/Res. \$61/Non-Res.
Sa 3 yr. olds 4/11-5/16 10:00-10:55am
Sa 4 yr. olds 4/11-5/16 11:00-11:50am

START SMART FOOTBALL

Grades: PreK & K (Must be 3 by April 11)
Registration: January 15-February 23 (or when full)
Location: Warren Field, 105 N. Idaho Street, Post Falls
Is your child ready to learn the basics of football in a fun and supportive environment? Start Smart Football is designed to teach kids essential motor skills like throwing, catching, kicking, punting, running, and agility—all while having a blast! Each participant receives their own flag belt, football, kicking tees, and cones to help them practice and play. It's the perfect way for kids to build confidence, improve coordination, and get ready for organized football—one skill at a time!
Preseason Parent Orientation: Online Video available March 5
Preseason Coaches Orientation: Thursday, March 12, 6:00pm at Post Falls City Hall Council Chambers
Fee: \$56/Res. \$60/Non-Res • Fees after Feb. 24: \$65/Res. \$72/Non-Res.
Sa 4/11-5/16 9:00am-12:00pm (varies)

Early Childhood Excursions:

Ages: 3-5 (With an adult)

MINI MUSIC MAKERS FIELD TRIP

Location: Music Conservatory of CDA, 627 N. Government Way, Coeur d'Alene
Join us for a fun-filled Mini Music Makers field trip! Designed for young children, this adventure lets them explore sound and rhythm with a certified Music Conservatory instructor. They'll get an up-close look at instruments and have a chance to make music!
Min. 5/Max. 12 1 session
F 9/19 10:00-11:00am \$20

PUMPKIN PATCH FIELD TRIP

Location: 10952 W. Hidden Valley Road, Rathdrum
Get ready for a fun adventure Pumpkin Patch in Rathdrum! Little explorers will wander through the vibrant fields, meet friendly farm animals, and hunt for the perfect pumpkin to take home and lots of giggles, it's the perfect day for our tiny tots to enjoy the autumn magic!
Min. 5/Max. 18 1 session
F 10/17 10:00-11:00am \$20

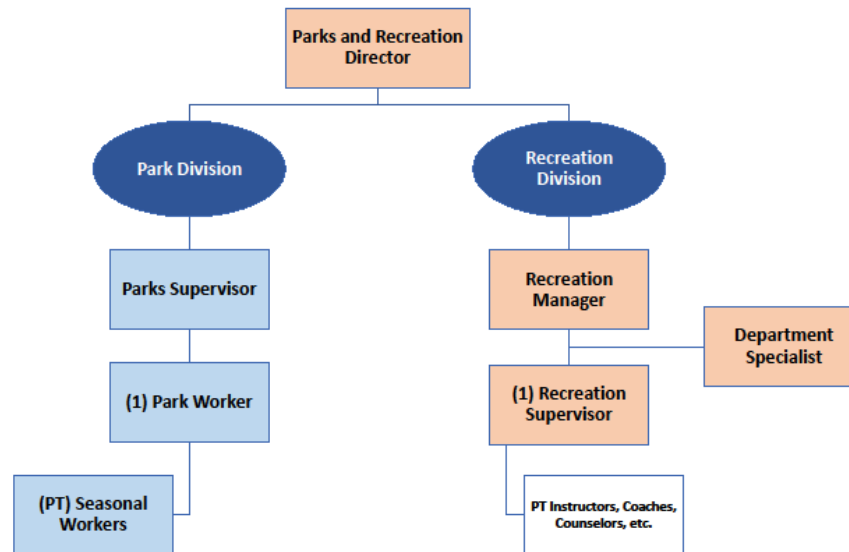
FIRE ENGINE RED TOUR

Location: 4503 N. Charleville Road, Post Falls
Gear up for an exciting tour of a real fire station! Discover what it's like to be a firefighter, explore the fire truck, and check out all the cool gear they use to save the day!
Min. 5/Max. 18 1 session
W 11/5 10:00-11:00am \$15

REGISTER ONLINE AT WWW.POSTFALLS.GOV/RECREATION | 9

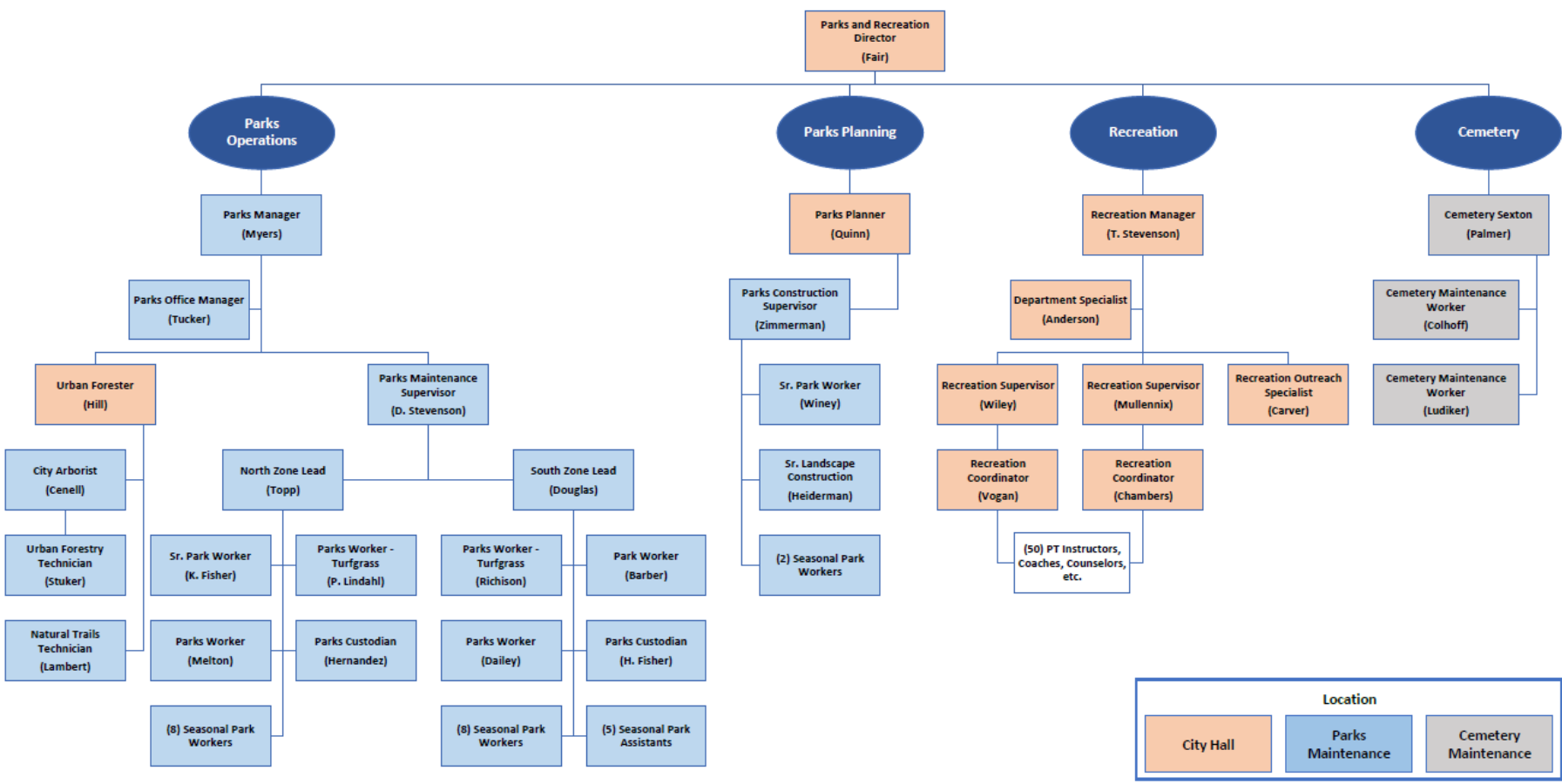
THEN AND NOW

Post Falls Parks and Recreation Organizational Chart - June 1994



PROFESSIONAL STAFF

Post Falls Parks and Recreation Organizational Chart - August 2025



THEN AND NOW

1994

# of parks	6
Park acreage	175.31
Program enrollment	n/a
Program attendance(hrs)	n/a
(1996)	25,773
Number of divisions	two
Revenue <i>(total)</i>	\$93,977.76
Expenditure <i>(total)</i>	\$265,861.00

2025

# of parks	37
Park acreage	933.02
Program enrollment	11,128
Program attendance(hrs)	179,169
Number of divisions	five
Revenue <i>(total)</i>	\$1,459,209.42
<i>Impact Fees</i>	\$2,192,315.88
Expenditure <i>(total)</i>	\$5,506,386.19
<i>Impact Fees</i>	\$1,266,706.08

FACILITIES

Then and now

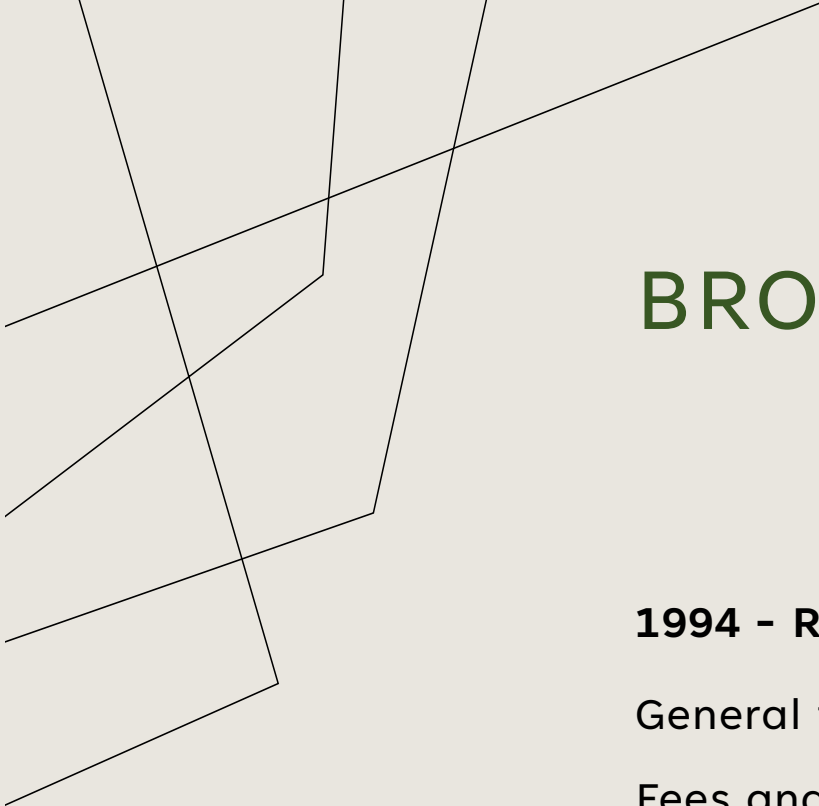


FACILITIES TODAY



A misty river scene with a tree stump and a distant structure, partially obscured by a green diagonal overlay.

WHERE WE ARE TODAY



BROADENING THE REVENUE STREAMS

1994 - Revenue Streams

General fund

Fees and Charges

Donations

2025 - Revenue Streams

General fund

Fees and Charges

Donations

Sponsorships

Impact fees

Grants

Rentals & Concessions

Dedicated accounts

IMPACT FEES – A CRITICAL PART OF OUR SYSTEM GROWTH

- It accounts for 90+ % of our capital dollars
- Outside of general funds we don't have a way to put in parks
- A developer does not put in city parks unless we can agree on the cost reimbursement
- We negotiate with them and have them do what is most cost effective for us.

Things to consider...

- Annexations and exactions
- Dedicated account for development
- A corpus Trust
- A park foundation

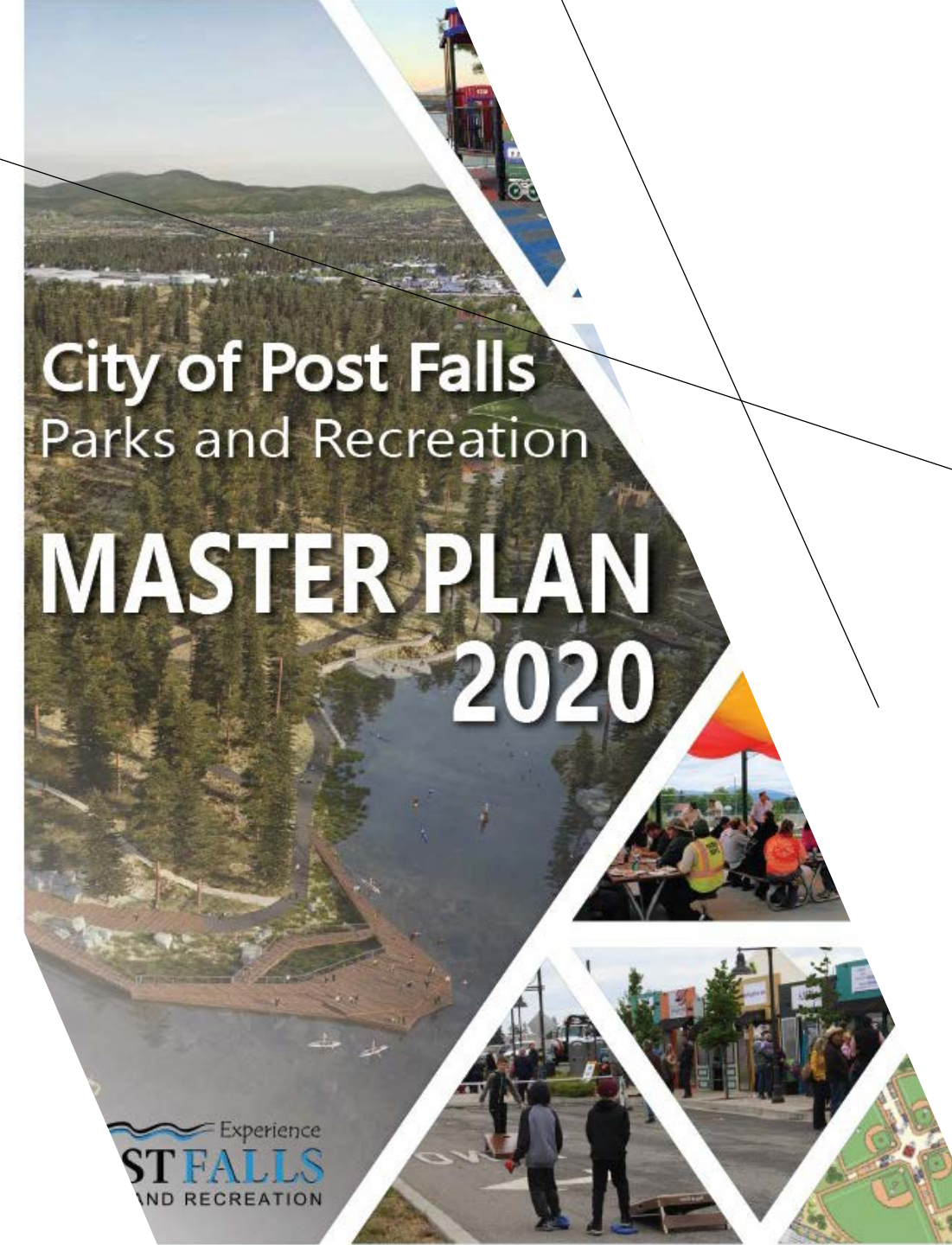
BALANCING THE SYSTEM

Park amenities and locations

A broad-based recreation division

Community engagement

Reduction of conflicts and encroachments



City of Post Falls
Parks and Recreation

MASTER PLAN 2020

SETTING STANDARDS

Creating a Level of Service - for park land

- recreation programs

Minimum Standards – reviewed every two years

Park grid for access

Design standards

Tree standards

Standards for staff professionalism & core values

DEDICATED STAFF



PARKS AND RECREATION EXPECTATIONS

Mission Statement

To provide exceptional parks, services, facilities, and recreational opportunities to our customers and the citizens of Post Falls.

Core Values

ACCOUNTABILITY

We establish measurable goals and hold performance reviews. We define and assign responsibility and authority and take responsibility for our actions and decisions.

COLLABORATION

We work together to maximize resources and deliver high-quality products and services to make Post Falls better.

INNOVATION

We strive for continued staff development to push the boundaries in finding new and creative ways to serve the community.

INTEGRITY

We seek to earn the public's trust and the trust of one another. We strive for the highest moral and ethical behavior.

PUBLIC SERVICE

We put our community first and communicate regularly. We are informed, open, and responsive to complaints and requests.

Areas of Professionalism

ATTITUDE

Being positive, respectful, and empathetic towards co-workers, other city department staff, and the community members.

EFFICIENCY

Meeting deadlines by utilizing the specialty skills of others and knowing our limits, embracing new ideas, and multi-tasking to resolve unexpected needs while following through with quality completion.

IMAGE

Being courteous and respectful, and aware of public perception. Including cleaning and taking care of vehicles and equipment.

KNOWLEDGE

Knowing duties and responsibilities of your job and have the willingness to adapt and learn current best practices to continue to deliver the best work possible.

PRIDE

Striving to exceed expectations of yourself, your supervisor, and the community members.

A FEW OF OUR SUCCESSES

Revenue streams for park development - Impact Fees & Park Trust

Tullamore/ Quarry - development and land trades

The Community Forest

Cemetery improvements

Broad based recreation programs

Adding Urban Forestry and a Planning/construction divisions

Neighborhood parks within walking distance – connectivity

Community engagement

The Black Bay Depot

Downtown for a Day

WHERE WE CAME UP SHORT

Not buying Quad park – first, second, and third time.

Lands connected to parks -

Q'emiln Park

Black Bay

Singing Hills

Skate Park

Connected pathways –

Centennial trail

Corbin Ditch



WHERE WE NEED TO GO

...PLANTING SEEDS

These are the things that I see as important to the long-term success of the department and our community.

In other words, things still on my check list...

THOUGHTS

Little things make great parks and programs \ Premises of parks & Recreation all being a little different

Engage the community / Don't forget the people

Expand the revenue centers

Obtain land adjacent to your parks when possible

The downtown area is critical...

Obtain the Burlington Northern rail-line & switch yard when they pull out

Obtain buffer land around the Landing amphitheater

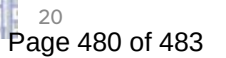
Finish the esplanade

Purchase the land around the water tower, it's an anchor

Find access to the Department of Lands property – *south of the community forest*

Get as large of a slice of the Potlach property

If the Pendar Building ever comes up for sale – buy it



THOUGHTS

Continue to partner with key stake holders - *strengthen when ever possible*

Build a field house built so you have some control

The Hanson property at state line

Its 98 acres +-

When it is annexed into the city get some park land as a condition of annexation

Trail along the river and enough for a community park

It is the only time you have the power to set conditions

Look towards long-term dedicated accounts

Consider a Corpus Trust /foundation



AND MOST OF ALL
ENGAGE THE COMMUNITY
DON'T FORGET THE PEOPLE

It is critical that we invest in the infrastructure of public life. This means investing in new parks, playgrounds, street trees, and activities that connect our communities and calm the stress of life

THANK YOU FOR A GREAT CAREER

