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**CITY COUNCIL  
MEETING AGENDA**

**March 3, 2026  
6:00 PM**

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

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**WORKSHOP – 5:00 pm 2nd Floor Conference Room**

- a. City of Post Falls Long Range Financial Plan

**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 WESTLUND**

**INVOCATION**

The Mayor will offer a brief invocation intended to solemnize the Council's proceedings. Attendance and participation are voluntary. The invocation is not intended to require or encourage participation by members of the public, nor to advocate or proselytize for any particular religion or belief. No Council action is influenced by participation or non-participation.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

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

**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 – February 17, 2026, City Council Meeting
- b. Payables 02/18/2026 - 03/04/2026
- c. December Cash and Investments
- d. Corbin Dog Park Design Agreement
- e. Replacement vehicle - Streets
- f. Painted Rock Subdivision Construction Improvement Agreement

**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. Prairie Medical Zone Change (ZC-25-2)
- b. Gaul Annexation (ANNX-25-1)

**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:**

**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:**

**5. CITIZEN ISSUES**

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

## **6. ADMINISTRATIVE / STAFF REPORTS**

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

## **7. MAYOR AND COUNCIL COMMENTS**

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

## **8. EXECUTIVE SESSION**

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

## **ACTION 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 Randy Westlund

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

Mission  
Building Community.

**CITY OF POST FALLS**  
**AGENDA REPORT**  
WORKSHOP – 5:00 pm 2nd Floor Conference Room  
**MEETING DATE: 3/3/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Shelly Enderud, City Administrator, Jason Faulkner, Finance Director

**SUBJECT:** City of Post Falls Long Range Financial Plan

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**ITEM AND RECOMMENDED ACTION:**

Staff will present the findings from the Long Range Financial Plan to Council and the plan will be used in the FY 27 budgeting process.

**DISCUSSION:**

Staff has worked with FCS group to produce a Long Range Financial Plan that is strategic, resilient, and sustainable.

The Long Range Financial Plan serves as a critical road map utilizing financial forecasting and strategizing to identify future challenges, opportunities, and fiscal imbalances. It supports informed decision-making through technical analysis of current, historical, and projected financial data, ensuring optimism resource allocation over the long term.

The plan is essential to:

- Community understanding and expectations of the cost of providing services.
- Aging infrastructure requiring significant investment.
- Rising costs outpacing revenue growth (structural gap).
- Limited access to new revenue sources.
- Increased regulatory requirements.
- Long-term financial planning and investment to reduce overall costs.

Benefits of having a Long Range Financial Plan include:

- Ensures the delivery of efficient and effective services that facilitate economic opportunities and enhance the community's quality of life.
- Enables the City to be proactive rather than reactive in financial planning.
- Supports financial resiliency and sustainability while maintaining high service levels.
- Provides structural balance, ensuring prioritization of resources during financial surplus and deficiency.
- Ensures alignment of resources and expenditures with desired service levels.
- Encourages consistency in capital purchases and maintenance planning.

The process of putting together the Long Range Financial Plan involved four steps. The first step provided an overview of the city organization and general fund structure. Staff then moved into developing financial forecasts (and assumptions to build those forecasts). The third step evaluated the forecasts and refined the underlying assumptions for the forecasts. The final step produced three financial forecast scenarios. These scenarios provide considerations for both staff and Council to use

when building future budgets and budget polices.

The first financial forecast scenario assumes the City will continue to increase annual property tax on new construction and annexation but will forego increasing the previous year's property taxes by the 3 percent allowed by law.

The second financial forecast scenario assumes the City will continue to increase annual property tax on new construction, annexation and by the 3 percent allowed by law.

The final financial forecast scenario assumes the City will continue to increase annual property tax on new construction, annexation and by the 3 percent allowed by law, plus program retention and improvements that support continued levels of service.

Staff will also provide additional revenue forecasts that may be considered in future budget discussions.

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

June 17, 2025 - Update of Process

**APPROVED OR DIRECTION GIVEN:**

March 4, 2025 - FCS Contract approved.

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

Project complete — no further funding is required at this point.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

None

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**CITY COUNCIL  
MEETING MINUTES**

**February 17, 2026  
6:00 PM**

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

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**JOINT WORKSHOP WITH PLANNING AND ZONING COMMISSION – 4:30 pm 2nd Floor  
Conference Room**

- a. Fiscal Impact Analysis — Presented By Urban3

**Roll Call of City Council**

Mayor Westlund, Steigleder, Plew, Malloy, Ziegler, Mosby, Lucca - **Present**

**Roll Call of Planning and Zoning Commission Members**

Steffensen, Carey, Schreiber - **Present**

Urban3 is a nationally recognized planning and analytics firm that specializes in evaluating the financial performance of land use and development patterns. Using detailed data and visual modeling, Urban3 helps communities understand how different types of development impact long-term municipal revenues, costs, and fiscal sustainability. For the City of Post Falls, Urban3 is conducting a Fiscal Impact Analysis to assess how existing and future development patterns may affect the City's ability to fund infrastructure, services, and community priorities, providing decision-makers with clear, data-driven insights to support informed planning and policy decisions. These efforts should assist discussions regarding the development of Future Land Use Maps within the current Comprehensive Plan update.

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

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**CALL TO ORDER BY MAYOR WESTLUND**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca  
**Steigleder, Plew, Malloy, Ziegler, Mosby, Lucca - Present**

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

- a. Appointment of Mayor Westlund to Industrial Development Corporation Seat #2 and Assigning Seat Numbers to the Other Board Members.

**Motion by Malloy to appoint Mayor Westlund to the Industrial Development Corporation Seat #2 and Assigning Seat Numbers to the Other Board Members.**

**Second by Ziegler.**

**Vote: Ziegler-Aye, Plew-Aye, Lucca-Aye, Malloy-Aye, Steigleder-Aye, Mosby-Aye**

**Motion Carried**

**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**

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**None**

**1. CONSENT CALENDAR**

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**ACTION ITEMS:**

- a. Minutes – February 3, 2026, City Council Meeting
- b. Minutes - February 5, 2026 City Council Workshop
- c. Payables 02/04/2026 - 02/18/2026
- d. Authorization to Demolish the Corbin House

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

**Second by Ziegler.**

**Vote: Plew-Aye, Lucca-Aye, Malloy-Aye, Steigleder-Aye, Mosby-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:**

None

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

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**ACTION ITEMS:**

- a. Construction Manager/General Contractor Contract with Apollo Inc. for Preconstruction Services at the Water Reclamation Facility

Andrew Arbini, Projects Division Manager: Significant upgrades are needed at the Water Reclamation Facility (WRF) to improve the solids handling process of wastewater treatment. Several components of these improvements were initially identified in the 2013 WRF Facility Plan as a future need. City Council adopted the 2024 update to the Facility Master Plan which provided refinement to the 2013 plan improvements. In July 2025, City Council approved a design contract with JUB Engineers that includes two distinct project phases in order of priority. The first project phase addresses existing deficiencies in the de-watering process by installing a second de-watering press to provide de-watering redundancy. As this unit is a long lead delivery item, a contract to purchase a second de-watering unit from Belt Dewatering Press Inc. (BDP) was approved at the November 3, 2025, City Council meeting. Solids refer to the materials removed from the treated water in the various processes of the WRF. They consist of the microbes which biologically treat the water, residual untreated waste products, and the particles created when the tertiary treatment coagulant binds to particles including phosphorus. This material is over 99% water. For economical handling, the water must be removed from the materials, which is accomplished through two processes, called thickening and dewatering. In the scoping phase of the Solids project, City Staff recommended the Construction Manager General Contractor (CMGC) method for this project to minimize risk and maximize project collaboration. The CMGC will have a contractual obligation to assist the City and JUB in designing a project which can be constructed with minimized risk to the City, which is beneficial due to the complex nature of this project. Last November, the City published a Request for Qualifications for a CMGC firm. The City received responses from three firms and, through a scoring and interview process, City Staff selected Apollo Inc., as the most qualified firm for the project. The reconstruction services outlined in this contract will include phase/project 1 and 2. Upon completion of the reconstruction services, a contract for construction with a guaranteed maximum price (GMP) may be negotiated with Apollo. The City purchased equipment, such as the BDP unit, would be assigned to Apollo for installation during the GMP negotiation step. The GMP negotiation is anticipated in late 2026. If those negotiations are for some reason unsuccessful, the City retains the option to return to the traditional design-bid-build project delivery method. The contract total is \$454,901.99. Staff requests a 10% contingency in the amount of \$45,490 to be authorized by the Public Works Director or his designee in the event additional services will benefit the project. The total request from staff is \$500,391.99.

**Motion by Malloy to approve the construction manager/general contractor contract with Apollo Inc. for reconstruction services at the water reclamation facility.  
Second by Ziegler.**

**Vote: Lucca-Aye, Malloy-Aye, Steigleder-Aye, Mosby-Aye, Ziegler-Aye, Plew-Aye**  
**Motion Carried**

b. Ordinance - City Boards and Commissions

**Motion by Malloy to place the Ordinance City Boards and Commissions on its first and only reading by title only while under suspension of the rules.**

**Second by Ziegler.**

**Vote: Malloy-Aye, Steigleder-Aye, Mosby-Aye, Ziegler-Aye, Plew-Aye, Lucca-Aye**  
**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING MUNICIPAL CODE CHAPTER 2.12 AND ADOPTING A NEW CHAPTER 2.12 REGULATING THE APPOINTMENT OF MEMBERS OF THE POST FALLS PLANNING AND ZONING COMMISSION, PARKS, RECREATION, AND URBAN FORESTRY COMMISSION, URBAN RENEWAL AGENCY, THE POST FALLS BUILDING CODE BOARD OF APPEALS, AND THE INDUSTRIAL CORPORATION FOR THE CITY OF POST FALLS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Motion by Malloy to approve the Ordinance City Boards and Commissions and to direct the clerk to assign the appropriate number and that it be published by summary only.**

**Second by Ziegler.**

**Vote: Malloy-Aye, Steigleder-Aye, Mosby-Aye, Ziegler-Aye, Plew-Aye, Lucca-Aye**  
**Motion Carried**

c. Ordinance - Parades

**Motion by Malloy to place the Ordinance Parades on its first and only reading by title only while under suspension of the rules.**

**Second by Ziegler.**

**Vote: Steigleder-Aye, Mosby-Aye, Ziegler-Aye, Plew-Aye, Lucca-Aye, Malloy-Aye**  
**Motion Carried**

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.

**Motion by alloy to approve the Ordinance Parades and to direct the clerk to assign the appropriate number and that it be published by summary only.**

**Second by Ziegler.**

**Vote: Steigleder-Aye, Mosby-Aye, Ziegler-Aye, Plew-Aye, Lucca-Aye, Malloy-Aye**

**Motion Carried**

d. Consideration of Adding Invocation to City Council Agendas

The Mayor is requesting City Council's consideration of adding a brief, non-sectarian invocation at the beginning of regular council meetings. The Mayor's stated purpose is to solemnize the Council's proceedings. Attendance and participation would be voluntary, and the invocation would not be intended to advocate or proselytize for any specific religion or belief system. Mayor Westlund said his proposal is to add a very brief non-sectarian invocation to the beginning of the meetings to ask for divine assistance and wisdom in the very weighty matters that they deal with. He thinks it is sorely needed these days.

Councilor Malloy said: "Whether one worships Jesus Christ, Buddha or no god at all, all want roads that are well-maintained and intersections that function efficiently. The vast majority of what a city government does is literally supported by everybody, regardless of ideology. I think the conservative approach as a city is to stay in our lane and stick to our primary objectives."

Councilor Stiegleder said she thinks that every other path is too much or not allowed, so what remains is to allow the mayor to do an invocation that is modest, limited and practical. She doesn't think it is the perfect way to do it, but she thinks that's reasonable, it's legal and if it turns into something we don't like, they can just vote to take it off the agenda.

Councilor Mosby agreed with the addition of an invocation. He said surely there can be some perceivable risk, and he thinks with anything important thing worth doing that's applicable.

Councilor Lucca said the invocation is not about imposing belief. It is about acknowledging that we, as elected officials, are not the final source of wisdom. It is a moment of humility before we exercise authority. It reminds us that our decisions affect real people, and that we are accountable to the law, to the public, and to principals larger than ourselves.

Councilor Plew said you ignore tradition at your peril. Our forbears gave us this tradition to keep us in check.

Councilor Ziegler said that the Pledge of Allegiance is a pledge to our founding documents of this country. While the spirit of an invocation is honorable, I think it is redundant to something we are already pledging ourselves to.

Mayor Westlund said he was happy with all the thought that went into this issue.

**Motion by Mosby to add an invocation to be ready by the Mayor as an item to the agenda.**

**Second by Steigleder.**

**Vote: Mosby-Aye, Ziegler-Nay, Plew-Aye, Lucca-Aye, Malloy-Nay, Steigleder-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:**

a. Repeal of Policy on City Proclamations

Mayor Westlund is seeking the repeal of the City Policy regulating proclamations issued by the mayor at city council meetings. Repeal of the policy will allow the mayor to determine which proclamation to issue on a case-by-case basis. In 2021, the City Council adopted a policy regulating the types of proclamations that the mayor would issue. The policy was requested by Mayor Jacobson. The policy limited proclamations to issues related to residents of the City of Post Falls and explicitly prohibited certain types of policies, including those attempting to influence government policy, and matters of a political or religious nature. The policy also provided an evaluation process for requested proclamations. Mayor Westlund is requesting that this policy be repealed to allow him to determine which proclamations he would like to issue on a case-by-case basis. He has indicated that he would like to be able to issue proclamations regarding the right of life, traditional family values month, and Columbus Day and other issues related to residents of the City.

**Motion by Steigleder to direct staff to review the policy.**

**Second by Malloy.**

**Vote: Ziegler-Aye, Plew-Aye, Lucca-Aye, Malloy-Aye, Steigleder-Aye, Mosby-Aye**

**Motion Carried**

b. Amendment to Personnel Policy – Holiday Schedule

The Mayor requests City Council consideration of an amendment to the Personnel Policy updating the City's holiday schedule by removing Juneteenth and adding Columbus Day as a city holiday. The City's Personnel Policy includes a list of recognized holidays for which City offices are closed, and eligible employees receive paid holiday leave. An amendment to this holiday schedule is proposed to remove Juneteenth and add Columbus Day as a recognized City holiday. This amendment would modify only the list of recognized holidays. All other provisions of the Personnel Policy would remain unchanged. The total number of paid holidays will not change as a result of this update.

Mayor Westlund said he believed that Columbus Day is a more appropriate holiday honoring our American heritage.

Councilor Lucca felt that Martin Luther King Jr. Day reflected the winning of civil rights for Black Americans and spoke of discrimination of Italian-Americans like his family experienced in the 1930s and 1940s. He said it is important to note that Columbus Day was not initially a holiday just because of Christopher Columbus. It was a civil rights movement in response to a very dark time of persecution against Italian Americans.

**Motion by Stiegleder to approve the amendment to the personnel policy - holiday schedule.**

**Second by Plew, and others.**

**Vote: Plew-Aye, Lucca-Aye, Malloy-Nay, Stiegleder-Aye, Mosby-Aye, Ziegler-Nay**

**Motion Carried**

c. Chapin Building RFP Discussion

Shelly Enderud, City Administrator: The City of Post Falls signed a License to Use Agreement with the Post Falls Historical Society (PFHS) on November 28, 2008, to operate a Museum in the Chapin building located at 101 E 4th Street, on City Hall Campus. The PFHS agreed to make historical artifacts available to the citizens and provide building maintenance to the facility in lieu of rent. The license duration is at the City's discretion. Over the last couple of years, some building maintenance issues have arisen, including a mold incident. During discussions with staff, the PFHS requested that the City take on more of the maintenance costs of the facility, as they

do not have the financial resources to perform maintenance beyond cleaning and minor repairs. Staff began engaging with PFHS on updating the licensing agreement and requested that the Museum be open more days and hours, to show a community benefit. Staff also requested that the PFHS fill out a non-profit funding application. The PFHS indicated that they do not have the volunteers to be open additional days and hours but are available by appointment when requested. A workshop was held in October 2023 updating the Council on the issues. In June 2025, an update was provided to Council indicating that staff would be proceeding with a FY27 budget request for the additional maintenance of the facility. This would provide Council with the opportunity to weigh in on whether the City should fund the maintenance or request that the PFHS fund the maintenance if they desired to continue to operate the Museum in the Chapin building. In January, staff updated Mayor Westlund on the status of the facility. The Mayor asked if it would be possible to issue an RFP to see what opportunities might be available to truly activate the building and help to create a more vibrant downtown and City Hall campus. Staff worked to develop the RFP for Council consideration. Should Council direct staff to move forward with the draft RFP, staff is recommending that the RFP be posted on the website and shared on social media. The request would allow six weeks for proposers to submit a letter of interest. This would provide adequate time to initially vet an idea once the announcement is posted. Staff is then recommending an additional twelve weeks for the proposers to do their due diligence in responding to the RFP. Should Council not desire staff to issue the RFP, staff would continue to negotiate with the PFHS, or take other suggested recommendations from Council. Finally, staff is committed to continuing to work on leak detection for the adjoining property.

**Motion by Malloy to proceed with the Chapin Building RFP.**

**Second by Ziegler.**

**Vote: Lucca-Aye, Malloy-Aye, Steigleder-Aye, Mosby-Aye, Ziegler-Aye, Plew-Aye**

**Motion Carried**

d. Streets Division Operational Efficiency Study

As budget constraints continue to escalate for the City, creating a larger structural gap, it is imperative the City look at opportunities that increase revenues, decrease expenditures, create efficiencies and consider changes to service levels and programs offered by the City. Mayor Westlund requested staff work with Jeremy Williams, owner of Star of the Sea Consulting, to investigate performing a City-wide efficiency study. Staff met with Mr. Williams to discuss the potential of engaging in a study. Mr. Williams shared that his company has not performed any manpower studies/efficiency studies on local governmental. His experience has been as a consultant working with the Army as a data analyst. His company would like to take the experience from his work with the Army and apply that to local governments. It was determined that a test run of a division could provide a way to evaluate the services offered by Mr. Williams. The Mayor recommends using this approach to evaluate Mr. Williams' services. Staff developed an Operational Efficiency Study on the Streets Division request for a proposal from Mr. Williams. Mr. Williams provided staff with questions to assist with developing a proposal. The standard method in the City's purchasing policy is to issue a Request for Qualification seeking consultants who are then ranked to select the most qualified form. This process was not followed for this project. A citywide study could take 12 to 18 months, and, based on the quote for evaluating the Streets Division, the cost to perform a city-wide study could be in the \$300,000 range. This initial project is not included in the City budget. If Council elects to move the study forward, funding would be allocated via a budget amendment or budget transfer. If the results of the division-specific study provide the City with actionable and quality data to assist with decision-making regarding the Street Division services, then staff, with Council direction, could engage with Mr.

Williams to obtain a scope of work for a City-wide efficiency study to present to Council during the budgeting process. Staff has evaluated the proposal and if Council desires to move forward, staff will work with Mr. Williams to ensure the scope of work with the contract answers all the questions regarding the request sent to Mr. Williams. Staff would specifically recommend more details be provided in the requested methodology description and that a proposed scope of work be developed, as requested. Staff would also recommend the payment terms match standard city contracts with net 30-day payment terms.

**Motion by alloy to table this for a future meeting to receive more examples of the end work product.**

**Second by Plew and Lucca.**

**Vote: Malloy-Aye, Steigleder-Aye, Mosby-Aye, Ziegler-Aye, Plew-Aye, Lucca-Aye**

**Motion Carried**

- e. America 250 Resolution and Grant Application

City Council took a three minute recess starting at 9:13 PM.

Recess ended at 9:17 PM.

**Motion by Malloy to approve the Resolution American 250 Resolution and Grant Application and to direct the clerk to assign the appropriate number.**

**Second by Ziegler.**

**Vote: Steigleder-Aye, Mosby-Aye, Ziegler-Aye, Plew-Aye, Lucca-Aye, Malloy-Aye**

**Motion Carried**

WHEREAS, the year 2026 marks the 250th anniversary of the signing of the Declaration of Independence; and

WHEREAS, Governor Brad Little proclaimed the establishment of the America250 in Idaho Commemoration in July 2024 to plan, encourage, develop, and coordinate the commemoration of this momentous occasion, and honor and recognize the contributions of Idaho's residents to the nation's past, present, and future; and

WHEREAS, it is fitting and desirable that we commemorate the birth of the nation with the support of partners and stakeholders across the Gem State. America250 in Idaho will advance the ideals of the American Revolution — equality, liberty, and justice — through meaningful community engagement and recognizing, appreciating, and commemorating America's legacy; and

WHEREAS, Post Falls, founded in 1871, has contributed proudly and significantly to the history of our nation and our state for more than 155 years; and

WHEREAS, the mayor and City Council thus encourage its citizens to create and participate in programs that will commemorate the history of our city, our state, and our nation; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Post Falls hereby endorses the America250 in Idaho Commemoration and its vision to celebrate American history and the invaluable contributions of Idahoans to our region, nation, and world.

IT IS FURTHER RESOLVED that:

1. The City of Post Falls commemorates the 250th anniversary of the establishment of the United States as an independent nation.
2. The City of Post Falls authorizes the placement of an America250 in Idaho Historical Monument on City Hall grounds (exact location TBD), funded by the America250 ID Celebration Fund Grant and local donors.
3. The City of Post Falls will officially recognize the 250th Anniversary of America with a Heritage

Food Festival on May 30, 2026, organized by the Post Falls Chamber of Commerce and the Jacklin Arts and Cultural Center.

4. That a copy of this resolution by sent to the America250 in Idaho Advisory Council.

## 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.

James Brighter spoke about the Panhandle Skate Alliance holding a meeting on February 25th at the Post Falls Library starting at 5pm. Those interested in skateboarding and the future of local skate opportunities are encouraged to attend, learn more, and get involved.

## 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. Economic Development Policy Discussion

Shelly Enderud, City Administrator: Talked about the Economic Development Policy and the Economic Development Project Submittal Policy that were adopted by Council. These policies serve as a basis for staff to engage with potential projects looking to either locate or expand in the City. An overview of the policies, their purpose, available business incentives and a list of prior projects was given. Staff took input from Council on potential changes the Council would like to see in an updated Economic Development Policy.

## 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.

Council said they would like to advertise that application for the Planning and Zoning Commission are being taken.

## 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:

None

## RETURN TO REGULAR SESSION

## ADJOURNMENT

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Randy Westlund, Mayor

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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 Randy Westlund

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

Mission  
Building Community.

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 3/3/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Grace Strickland, CSR/AP  
**SUBJECT:** Payables 02/18/2026 - 03/04/2026

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**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 3.04.26. 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 in the Check Run Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$676,541.82 to be dated 3.04.26. The Hand Check Accountability is for Hand Checks issued 2.13.26-2.19.26 and total \$630,996.18.

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

**APPROVED OR DIRECTION GIVEN:**

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

\$1,307,538.00

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. Hand Checks for Council 3.04.26
2. Check Run for Council 3.04.26

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**ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY**

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2/13/2026	\$46.84	APA002438 AT&T Long Distance
2/13/2026	\$45,508.84	APA002439 Avista Utilities
2/13/2026	\$164.98	APA002440 Charter Communications
2/13/2026	\$405.45	APA002441 Coeur d'Alene Garbage Service
2/13/2026	\$109.69	APA002442 Kootenai County Solid Waste
2/13/2026	\$116.80	APA002443 Kootenai Electric
2/13/2026	\$2,242.65	APA002444 Level 3 Communications
2/13/2026	\$22.50	APA002445 Miller Mendel, Inc
2/13/2026	\$226.09	APA002446 Ricoh USA Inc
2/13/2026	\$1,674.50	APA002447 Tetiri, LLC
2/19/2026	\$112,839.01	APA002569 Avista Utilities
2/19/2026	\$180.09	APA002570 Charter Communications
2/19/2026	\$21.95	APA002571 H & H Business Systems
2/19/2026	\$2,432.93	APA002572 Kootenai County Solid Waste
2/19/2026	\$43,517.26	APA002573 Kootenai Electric
2/19/2026	\$418,235.60	APA002574 Northwest Waste & Recycling
2/19/2026	\$699.74	APA002575 SpectraSite Communications, LLC
2/19/2026	\$720.86	APA002576 T-Mobile
2/19/2026	\$1,830.40	APA002577 T-Mobile
	<b>\$630,996.18</b>	

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**FOR CHECK RUN 3/03/26**

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Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	700-461.0000.65050
Pay Before Due Date	700-461.0000.65050
Pay Before Due Date	001-465.0000.65103
Pay Before Due Date	Various
Pay Before Due Date	001-421.0000.64020
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-431.0000.66050
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	700-461.0000.62042
Pay Before Due Date	001-421.0000.65021
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030

# Post Falls Check Approval



City of Post Falls

Packet: APPKT22422 - Check Run for Council 3.04.26  
 Vendor Set: 01 - Vendor Set 01

Check Date: 2/24/2026

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
<a href="#">VEN06558</a>	ARCHITERRA HOMES	APMWB	Check	<a href="#">BOND RELEASE -</a>	BOND RELEASE - 5362 E. NORMA	001-22115	2,000.00
				<a href="#">BOND RELEASE -</a>	BOND RELEASE - 5386 E. NORMA	001-22115	2,000.00
				<a href="#">BOND RELEASE -</a>	BOND RELEASE - 5376 E. NORMA	001-22115	2,000.00
<a href="#">VEN15123</a>	Strizhaks Haven Ranch	APMWB	Check	<a href="#">BOND RELEASE -</a>	BOND RELEASE - TETON MEADOWS	001-22115	32,250.00
<a href="#">VEN15213</a>	SV Lot Development LLC	APMWB	Check	<a href="#">BOND RELEASE -</a>	BOND RELEASE - FAIR ESTATES	001-22115	51,547.65
Balance Sheet Accounts Total:							89,797.65
Dept: 412 Information Systems							
<a href="#">A017</a>	A-Tec, Inc.	APMWB	Check	<a href="#">6677</a>	Woodbridge Park Service	001-412.0000.66180	100.00
Dept 412 Total:							100.00
Dept: 414 Finance							
<a href="#">A4280</a>	Alpine Summit CPAs	APMWB	Check	<a href="#">15188</a>	Fiscal Year 2025 Audit	001-414.0000.62091	12,562.50
Dept 414 Total:							12,562.50
Dept: 421 Police							
<a href="#">A0690</a>	AccessData Corp	APMWB	Check	<a href="#">12026599</a>	PD Shredder Services	001-421.0000.62040	88.61
<a href="#">VEN14905</a>	Car Wash Plaza	APMWB	Check	<a href="#">1661</a>	Car Wash Services - January	001-421.0000.67170	100.00
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CP-0358688</a>	PD Gasoline	001-421.0000.64030	5,680.63
<a href="#">G020</a>	Galls, LLC	APMWB	Electronic Funds Transf	<a href="#">034032988</a>	Uniform Pants Return Shipping Label	001-421.0000.63070	7.99
				<a href="#">034062937</a>	New Hire Equipment - Fowles	001-421.0000.67020	51.99
				<a href="#">034062936</a>	New Hire Equipment - Bigard	001-421.0000.67020	51.99
				<a href="#">034049507</a>	New Hire Rifle Mag Pouch	001-421.0000.67020	41.40
				<a href="#">034021803</a>	New Hire Equipment - Fowles	001-421.0000.67020	171.73
				<a href="#">034035817</a>	Uniform Duty Belt & Belt Keepers - Harrison	001-421.4000.72000	149.88
				<a href="#">034034704</a>	Uniform Pants Return - Code Enforcement	001-421.4000.72000	-319.96
<a href="#">VEN09941</a>	Jacque Panza	APMWB	Check	<a href="#">020926</a>	Chaplain Stipend - Jan	001-421.0000.62370	50.00
<a href="#">VEN07726</a>	Jon Dekeles	APMWB	Check	<a href="#">020926</a>	Chaplain Stipend - Jan	001-421.0000.62370	50.00
<a href="#">VEN01250</a>	Kootenai County EMS System	APMWB	Check	<a href="#">1806</a>	PD Defibrillator Pads	001-421.0000.63110	635.00
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">378727</a>	PD Stock - Booster Pac Jump Starter	001-421.0000.67100	150.00
				<a href="#">379276-2</a>	PD Stock - First Row Floor Liners	001-421.0000.67100	239.68
				<a href="#">379277</a>	PD Stock - First Row Floor Liners	001-421.0000.67100	239.68
				<a href="#">378728</a>	PD Stock - Battery Jump Starter Packs	001-421.0000.67100	182.91
				<a href="#">379385</a>	PFPD121 Dual Fan Assembly	001-421.0000.67100	155.04
				<a href="#">378809</a>	PFPD142 MDS Solenoid	001-421.0000.67100	260.00
				<a href="#">379278</a>	PD Stock - First Row Floor Liners	001-421.0000.67100	239.68
				<a href="#">379359</a>	PD Stock - Serpentine Belt, Air Filter	001-421.0000.67100	39.66
				<a href="#">379395</a>	PD Stock - Shop Towels	001-421.0000.67100	104.49
<a href="#">VEN01972</a>	North Idaho College						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">0000000520</a>	SP2026 Patrol Academy Tuition	001-421.0000.64020	3,516.00
<a href="#">V040</a>	ODP Business Solutions						
		APMWB	Check	<a href="#">456247195001</a>	Return on Storage Boxes	001-421.0000.63060	-70.56
				<a href="#">458575509001</a>	Office supplies-Police	001-421.0000.63920	70.56
<a href="#">VEN04390</a>	Personnel Evaluation, Inc.						
		APMWB	Check	<a href="#">57045</a>	Applicant Testing	001-421.0000.62040	50.00
<a href="#">VEN14817</a>	Public Safety Psychological Services						
		APMWB	Check	<a href="#">6923</a>	Applicant Testing	001-421.0000.62040	480.00
<a href="#">S022</a>	Salt Lake Wholesale Sports						
		APMWB	Check	<a href="#">108676</a>	2026 Ammunition Order	001-421.0000.63300	6,095.65
<a href="#">VEN12647</a>	Sawyer Plumbing						
		APMWB	Check	<a href="#">i3467</a>	PD Coffee Machine Plumbing	001-421.0000.68010	237.50
<a href="#">VEN14902</a>	The Bunker Tri-Cities LLC						
		APMWB	Electronic Funds Transf	<a href="#">INV/2026/00122</a>	Jumpsuit and Class A Uniform - Fowles	001-421.4000.72000	788.79
				<a href="#">INV/2026/00102</a>	Jumpsuit Zipper Replacement - Bowne	001-421.4000.72000	80.00
					Dept 421 Total:		19,618.34
	Dept: 423 Oasis						
<a href="#">VEN14365</a>	Valiant Law						
		APMWB	Check	<a href="#">CV28-25-8189</a>	VSU Client Legal Services	001-423.1153.68400	1,495.00
					Dept 423 Total:		1,495.00
	Dept: 427 Animal Control						
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Check	<a href="#">CP-0358688</a>	PD Gasoline	001-427.0000.64030	163.83
					Dept 427 Total:		163.83
	Dept: 431 Streets						
<a href="#">C280</a>	Coeur d'Alene Power Tool						
		APMWB	Check	<a href="#">2-301556</a>	flange wrench, cutting wheels, battery	001-431.0000.63000	287.94
<a href="#">VEN01373</a>	Intermountain Sign & Safety						
		APMWB	Check	<a href="#">22186</a>	Aluminum Sign Blanks	001-431.0000.63260	240.00
				<a href="#">22167</a>		001-431.0000.63260	230.90
				<a href="#">22154</a>		001-431.0000.63260	13.50
<a href="#">VEN15197</a>	Momarr Incorporated						
		APMWB	Check	<a href="#">PSI658272</a>	Plow Coating & Absorbant material	001-431.0000.63525	720.00
						001-431.0000.68150	779.80
<a href="#">N001</a>	Napa Auto Parts						
		APMWB	Check	<a href="#">374891a</a>	PTX PX BLACK 16BR RTV SIL	001-431.0000.63000	0.09
<a href="#">VEN05363</a>	North 40 Outfitters						
		APMWB	Check	<a href="#">054190/E</a>	Tape, Washers, cutoff wheels, fasteners	001-431.0000.63000	141.80
				<a href="#">54200/E</a>	Caster Wheel, Tape, grinding disc	001-431.0000.63000	197.70
				<a href="#">54255/E</a>	Refund of Tax on inv 54200	001-431.0000.63000	-11.19
				<a href="#">052957/E</a>	Tax refund of original invoice	001-431.0000.63000	-5.28
				<a href="#">052955/E</a>	Shackle for trailer hitch	001-431.0000.63000	93.24
<a href="#">VEN03414</a>	Pacific Steel & Recycling						
		APMWB	Check	<a href="#">9252235</a>	Flat metal for trailer construction	001-431.0000.68150	150.93
<a href="#">P410</a>	Post Falls Highway District						
		APMWB	Check	<a href="#">2192</a>	January Mag Usage	001-431.0000.68080	8,848.39
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">373631/1</a>	cleaning products	001-431.0000.63000	47.28
				<a href="#">373621/1</a>	Chain, bolts, links	001-431.0000.63000	20.83
				<a href="#">373707/1</a>	Multi Purpose Cleaner	001-431.0000.63000	13.66
				<a href="#">373505/1</a>	STORAGE BOX for Traffic Truck	001-431.0000.63000	13.49
				<a href="#">373488/1</a>	NAILS BOLTS NUTS & Cleaning Wipes	001-431.0000.63000	9.79
				<a href="#">J61893/1</a>	Return of items from inv 373314/1	001-431.0000.63000	-41.38
				<a href="#">373468/1</a>	PIPE INSULATION & Fireman Nozzle	001-431.0000.63000	76.87
				<a href="#">373411/1</a>	Respirator for Welding Galvanized	001-431.0000.63000	145.55
				<a href="#">373607/1</a>	Cleaning products	001-431.0000.63000	40.45
				<a href="#">373708/1</a>	Libman Broom	001-431.0000.68150	12.59
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">240176260-00</a>	Nuts & Bolts	001-431.0000.63260	114.94
<a href="#">Z026</a>	Ziegler Lumber Co #017	APMWB	Check	<a href="#">1068329</a>	parts for building Sign Base Forms	001-431.0000.63260	233.93
						Dept 431 Total:	12,375.82
	Dept: 433 Facility Maintenance						
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">373296/1</a>	GORILLA MOUNTG TAPE CLR	001-433.0000.67030	46.10
				<a href="#">373297/1</a>	3/8" 1H FLEX STRAP 3PK	001-433.0000.67030	9.43
						Dept 433 Total:	55.53
	Dept: 434 Fleet Maintenance						
<a href="#">VEN14736</a>	Cintas Corporation No. 3	APMWB	Check	<a href="#">4258928195</a>	Fleet Laundry & Rug Service	001-434.0000.63160	123.40
				<a href="#">4259687439</a>		001-434.0000.63160	133.98
<a href="#">C3090</a>	Columbia Electric Supply	APMWB	Electronic Funds Transf	<a href="#">1120-1024057</a>	Fuses - fleet stock	001-434.0000.63011	27.53
<a href="#">VEN15186</a>	CW Upfitters	APMWB	Check	<a href="#">1371</a>	Aluminum Bumper Mpower - PFPD186	001-434.0000.90010	1,179.00
<a href="#">VEN03826</a>	FMI Equipment	APMWB	Check	<a href="#">SPK-1016150</a>	Parts - P470	001-434.0000.63012	141.93
<a href="#">F145</a>	Freightliner Northwest- Spokane	APMWB	Check	<a href="#">PC001670392 01</a>	Dipstick - S227	001-434.0000.63011	303.98
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9801482309</a>	HEATER BOX ASSEMBLY - fleet parts was	001-434.0000.67020	601.81
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">378406</a>	2450 Battery	001-434.0000.63007	7.78
				<a href="#">377618</a>	Brake Pads - S121	001-434.0000.63011	80.58
				<a href="#">378796</a>	FUSE HOLDER - S224	001-434.0000.63011	8.76
				<a href="#">377721</a>	Filter stock	001-434.0000.63011	89.70
				<a href="#">378622</a>	Filter Stock	001-434.0000.63011	117.73
				<a href="#">379263</a>	Brake pads - S221	001-434.0000.63011	1,003.44
				<a href="#">378225</a>	Spark plugs for suitcase generators	001-434.0000.63011	4.32
				<a href="#">378622</a>	Filter Stock	001-434.0000.63012	137.35
				<a href="#">378488</a>	Battery Core Deposit	001-434.0000.63012	18.00
				<a href="#">377721</a>	Filter stock	001-434.0000.63012	89.70
				<a href="#">378205</a>	Fuel Filter - P200	001-434.0000.63012	31.03
				<a href="#">378325</a>	Battery Core Deposit Credit	001-434.0000.63012	-18.00
				<a href="#">377721</a>	Filter stock	001-434.0000.63013	76.88
				<a href="#">378622</a>	Filter Stock	001-434.0000.63013	137.35
<a href="#">P1001</a>	Pape Machinery	APMWB	Check	<a href="#">16674648</a>	Filters - C303	001-434.0000.63012	206.02
<a href="#">VEN07942</a>	RWC International LTD	APMWB	Check	<a href="#">XA106112750 01</a>	GASKET, AXLE SHAFT FLANGE - S221	001-434.0000.63011	33.24
				<a href="#">XA106112687 01</a>	Drive seal & oil - S221	001-434.0000.63011	153.06
<a href="#">W180</a>	Western States Equipment	APMWB	Check	<a href="#">IN003492273</a>	Batteries - S353 & S354	001-434.0000.63011	1,684.90
				<a href="#">IN003508784</a>	Batteries - S237	001-434.0000.63011	692.10
				<a href="#">CM00204763</a>	Return of item on Inv# IN003427550	001-434.0000.63011	-2,053.00
						Dept 434 Total:	5,012.57
	Dept: 442 Cemetery						
<a href="#">W230</a>	Wilbert Precast Inc.	APMWB	Check	<a href="#">385155-1</a>	12 30G graveboxes	001-442.0000.63420	4,325.00
						Dept 442 Total:	4,325.00
	Dept: 443 Parks						
<a href="#">VEN14100</a>	Bulldog Seamless Rain Gutters LLC	APMWB	Check	<a href="#">2026-0211</a>	Gutter repair at Parks Shop	001-443.0000.67050	150.00
<a href="#">C410</a>	Country Lock & Key, Inc.	APMWB	Electronic Funds Transf	<a href="#">9378494341</a>	Keys for Chase Flag Pole	001-443.0000.67030	19.93

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>G098</u>	Grainger	APMWB	Check	<a href="#">9802616194</a>	Circuit breaker for White Pine Restroom	001-443.0000.67050	30.05
				<a href="#">9803938654</a>	Tin snip set for Parks	001-443.0000.67090	64.70
				<a href="#">9803938662</a>	Return on Pipe Plug for Irrig	001-443.0000.68230	-59.61
<u>H003</u>	H.D. Fowler Company	APMWB	Electronic Funds Transf	<a href="#">I7225910</a>	Parts to repair down spout and leaching well	001-443.0000.67050	230.05
<u>R060</u>	Ragan Equipment Co.	APMWB	Check	<a href="#">01-180457</a>	Trimmer for Parks	001-443.0000.67020	386.99
<u>R1691</u>	River City Paint & Decorating	APMWB	Check	<a href="#">37G48</a>	Paint for Parks	001-443.0000.68160	89.22
				<a href="#">4GK4L</a>	Paint for construction	001-443.0000.68160	18.23
<u>R251</u>	Serights Ace Hardware	APMWB	Check	<a href="#">373395/1</a>	Epoxy for White Pine	001-443.0000.67030	8.63
				<a href="#">373388/1</a>	Brushes for painting	001-443.0000.68160	14.84
				<a href="#">373462/1</a>	NIPPLE GALV 1.5"X2"	001-443.1658.62330	5.39
<u>W0226</u>	Walter E Nelson Co	APMWB	Electronic Funds Transf	<a href="#">565565</a>	Floor stripper for Parks	001-443.0000.63150	92.56
<u>Z026</u>	Ziegler Lumber Co #017	APMWB	Check	<a href="#">1069144</a>	Lumber for Falls Park Restroom	001-443.1658.62330	137.80
					Dept 443 Total:		1,188.78
Dept: 444 Parks - Construction							
<u>R251</u>	Serights Ace Hardware	APMWB	Check	<a href="#">373414/1</a>	Hardware for Construction	001-444.0000.67030	22.48
					Dept 444 Total:		22.48
Dept: 445 Recreation							
<u>VEN12628</u>	Katy Shewmaker	APMWB	Check	<a href="#">02.12.26</a>	Contractual Services Yoga Jan & Feb 2026	001-445.0000.62040	143.50
<u>VEN07749</u>	Lake City Figure Skating	APMWB	Check	<a href="#">02.11.26</a>	Contractual Services- Ice Skating Oct2025-J	001-445.0000.62040	2,289.00
<u>P4322</u>	Post Falls School Dist #273	APMWB	Check	<a href="#">000008</a>	School Rental - Mother-Son Dance	001-445.0000.63080	375.00
<u>VEN14261</u>	The JACC	APMWB	Check	<a href="#">02.18.2026</a>	Bridal Fair 2026 Vendor Spaces	001-445.0000.63080	896.00
<u>U140</u>	UpScale Mail	APMWB	Check	<a href="#">350905</a>	Postage Resent Grant Agreement to Dept of	001-445.0000.63070	10.83
					Dept 445 Total:		3,714.33
Dept: 450 Economic & Comm. Dev. Rev							
<u>VEN15218</u>	Mauer Construction Inc	APMWB	Check	<a href="#">INV0152821</a>	Refund for HBDC-21-11	001-450.1753.38507	993.75
					Dept 450 Total:		993.75
Dept: 453 Engineering							
<u>VEN15218</u>	Mauer Construction Inc	APMWB	Check	<a href="#">INV0152821</a>	Refund for HBDC-21-11	001-453.1752.33501	1,307.60
						001-453.1757.38511	3,409.09
					Dept 453 Total:		4,716.69
Dept: 481 Capital Improvements/Contracts							
<u>A600</u>	Awards Etc.	APMWB	Electronic Funds Transf	<a href="#">20241689</a>	City Hall Remodel Signage Invoice 1 of 2	001-481.0000.62040	1,430.00
					Dept 481 Total:		1,430.00
					Fund 001 Total:		157,572.27
Fund: 003 - PERSONNEL BENEFIT POOL							
Dept: 482 Personnel Pool							
<u>VEN15087</u>	Alliant Insurance Services, Inc	APMWB	Electronic Funds Transf	<a href="#">3421076</a>	Monthly HR Consulting Contract Fee Februa	003-482.0000.62040	3,232.00

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN04994</a>	Gallagher Benefit Services Inc.						
APMWB	Electronic Funds Transf			<a href="#">364577</a>	HealthInvest FSA January 2026	003-482.4155.71210	15.00
<a href="#">VEN09501</a>	Yoke's Foods Inc						
APMWB	Check			<a href="#">05-233873</a>	February All Staff Potluck	003-482.0000.73020	21.67
						Dept 482 Total:	3,268.67
						Fund 003 Total:	3,268.67

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support

<a href="#">VEN14885</a>	Intrado Life & Safety Solutions Corporation						
APMWB	Check			<a href="#">0108-002039</a>	Regional 911 Year 2 System & Support	008-426.0000.92090	128,539.78
				<a href="#">0108-002040</a>		008-426.0000.92090	37,753.10
<a href="#">M2005</a>	Motorola Solutions						
APMWB	Electronic Funds Transf			<a href="#">8282269832</a>	APX8500 Dual band mobile radios	008-426.0000.91560	15,605.24
						Dept 426 Total:	181,898.12
						Fund 008 Total:	181,898.12

Fund: 011 - FACILITY BUILDING RESERVE

Dept: 491 Facility Building Reserve

<a href="#">VEN07815</a>	LaRiviere, Inc						
APMWB	Electronic Funds Transf			<a href="#">Parks Shop Parking</a>	Black Bay/Parks Shop Parking Lot	011-491.0000.95015	3,805.80
						Dept 491 Total:	3,805.80
						Fund 011 Total:	3,805.80

Fund: 023 - SPECIAL EVENTS

Dept: 446 Special Events

<a href="#">VEN06846</a>	Swank Motion Pictures						
APMWB	Check			<a href="#">RG 2700291</a>	Summer Movies License/Rental	023-446.1605.62040	2,040.00
						Dept 446 Total:	2,040.00
						Fund 023 Total:	2,040.00

Fund: 035 - PUBLIC SAFETY IMPACT FEES

Dept: 420 Public Safety Impact Fees

<a href="#">VEN14481</a>	HMH Engineering						
APMWB	Check			<a href="#">D25030-08</a>	PD Parking Lot - HMH Invoice January 2026	035-420.0000.95015	3,875.00
<a href="#">VEN15218</a>	Mauer Construction Inc						
APMWB	Check			<a href="#">INV0152821</a>	Refund for HBDC-21-11	035-420.2002.38204	4,671.60
						Dept 420 Total:	8,546.60
						Fund 035 Total:	8,546.60

Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets

<a href="#">J105</a>	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			<a href="#">191342</a>	Transportation Master Plan	037-431.0000.80290	90,730.31
<a href="#">VEN15218</a>	Mauer Construction Inc						
APMWB	Check			<a href="#">INV0152821</a>	Refund for HBDC-21-11	037-431.2003.38205	10,132.80
						Dept 431 Total:	100,863.11
						Fund 037 Total:	100,863.11

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

<a href="#">VEN12724</a>	Civitas, Inc						
APMWB	Check			<a href="#">27809</a>	Black Bay Schedule B	038-443.0000.94070	200.00
				<a href="#">27808</a>	Black Bay Park Schedule A	038-443.0000.94070	475.86

Dept 443 Total: 675.86

Fund 038 Total: 675.86

Packet: APPKT22422 - Check Run for Council 3.04.26  
 Vendor Set: 01 - Vendor Set 01

Check Date: 2/24/2026

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
<a href="#">A1395</a>	Advanced Compressor & Hose Inc	APMWB	Check	<a href="#">102129</a>	DIXON AIR KING I' MPT	650-463.0000.68025	337.26
<a href="#">VEN15217</a>	Ambiente H2O Inc	APMWB	Check	<a href="#">V260118</a>	Poly pump parts	650-463.0000.68025	1,173.16
<a href="#">VEN14736</a>	Cintas Corporation No. 3	APMWB	Check	<a href="#">4258928473</a>	WWTP Uniforms	650-463.4000.72000	178.61
				<a href="#">4259687750</a>	WWTP Uniforms	650-463.4000.72000	178.61
<a href="#">C3090</a>	Columbia Electric Supply	APMWB	Electronic Funds Transf	<a href="#">1120-1024017</a>	WRF VFD 3PH 480V AC	650-463.0000.68025	1,635.70
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9798278512</a>	THREADED REDUCER,ORANGE 3 X 1 1/2	650-463.0000.68025	20.99
				<a href="#">9812606151</a>	REFRIGERATOR,UNDERCOUNTER,5 CU.	650-463.0000.68025	1,195.35
				<a href="#">9798278512</a>	THREADED REDUCER,ORANGE 3 X 1 1/2	650-463.0000.68025	102.20
<a href="#">VEN12244</a>	HERC Rentals Inc	APMWB	Electronic Funds Transf	<a href="#">65054043-001</a>	John Deere 324E Service & Air Filter	650-463.0000.67170	935.92
<a href="#">J105</a>	J-U-B Engineers, Inc.	APMWB	Electronic Funds Transf	<a href="#">193078</a>	Solids Handling JUB Invoice January 2026	650-463.3125.95520	117,630.68
<a href="#">L01935</a>	Landia, Inc.	APMWB	Check	<a href="#">SE10647</a>	Landia mixer repairs 1-15-26	650-463.0000.68025	10,612.75
<a href="#">VEN15218</a>	Mauer Construction Inc	APMWB	Check	<a href="#">INV0152821</a>	Refund for HBDC-21-11	650-463.3305.39630	70.00
<a href="#">N107</a>	Norlift Inc	APMWB	Electronic Funds Transf	<a href="#">40069723</a>	on site sublet service - WRF Forklift	650-463.0000.67170	681.86
				<a href="#">50100711</a>	Air Filter - WRF Telehandler	650-463.0000.67170	89.73
				<a href="#">40069724</a>	Sublet service - T306	650-463.0000.67170	672.92
<a href="#">VEN04172</a>	Northwest Scientific, Inc.	APMWB	Electronic Funds Transf	<a href="#">5199424</a>	VAN/89068-444 Tubing Silicone Pump 0.37	650-463.0000.63400	423.12
<a href="#">V040</a>	ODP Business Solutions	APMWB	Check	<a href="#">456989060001</a>	Office Supplies-Wastewater	650-463.0000.63060	87.91
				<a href="#">457005884001</a>		650-463.0000.63060	21.77
				<a href="#">456989060001</a>		650-463.0000.63060	52.51
<a href="#">P180</a>	Perfection Tire	APMWB	Check	<a href="#">1102850</a>	FULL SYNTHETIC OIL CHANGE 869868 O	650-463.0000.67170	95.79
<a href="#">P310</a>	Platt Electric Supply	APMWB	Check	<a href="#">7C11534</a>	AMF CG 50K 0.125-0.650 GRIP 1380039	650-463.0000.68025	39.27
<a href="#">U1006</a>	Univar Solutions USA, LLC	APMWB	Electronic Funds Transf	<a href="#">53678252</a>	Aluminum Sulfate for Tertiary Operations	650-463.0000.63490	6,892.24
Dept 463 Total:							143,128.35

Dept: 466 Wastewater - Collections							
<a href="#">A1395</a>	Advanced Compressor & Hose Inc	APMWB	Check	<a href="#">102520</a>	Connectors	650-466.0000.63330	56.00
<a href="#">VEN14736</a>	Cintas Corporation No. 3	APMWB	Check	<a href="#">4258928473</a>	WWTP Uniforms	650-466.4000.72000	178.62
				<a href="#">4259687750</a>	WWTP Uniforms	650-466.4000.72000	178.62
<a href="#">C3090</a>	Columbia Electric Supply	APMWB	Electronic Funds Transf	<a href="#">1120-1024126</a>	1-LB DUCT-SEAL COMPOUND	650-466.0000.63000	73.66
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9803414300</a>	MANUAL CHAIN HOIST. 1000 LB., LIFT 10	650-466.0000.63330	294.84
				<a href="#">9806551454</a>	WRNCHDRWRORGZR,RED,81/2IN-L,MAG	650-466.0000.67090	22.11
				<a href="#">9806551447</a>	SCRWDRVORG,13/16INX21/4IN,RED,1P	650-466.0000.67090	19.17
				<a href="#">9803414300</a>	MANUAL CHAIN HOIST. 1000 LB., LIFT 10	650-466.0000.67090	273.52
				<a href="#">9801334781</a>	Grinder Pump for Wide River	650-466.3104.68400	4,983.54
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">378035</a>	CHT 6/12V BATTERY CHARGER (T35)	650-466.0000.67170	56.99

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN14559</a>	One Call Concepts, Inc	APMWB	Check	<a href="#">60122025</a>	WATER & WW LOCATES	650-466.0000.62320	268.61
<a href="#">P180</a>	Perfection Tire	APMWB	Check	<a href="#">1102585</a>	FULL SYNTHETIC OIL CHANGE 869957 5\	650-466.0000.67170	83.69
				<a href="#">1102592</a>	FULL SYNTHETIC OIL CHANGE 869868 O'	650-466.0000.67170	78.85
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">373415/1</a>	STORAGE BOX NAVY 10GL	650-466.0000.63006	62.98
				<a href="#">373362/1</a>	GREAT STUFF BIG GAP 12OZ Expanding I	650-466.0000.63006	7.19
				<a href="#">373531/1</a>	Collection Supplies	650-466.0000.63006	5.90
				<a href="#">373431/1</a>	BUSHING 40PVC2"SPIG1"FPT	650-466.0000.63006	4.66
<a href="#">VEN14987</a>	SWS Equipment LLC	APMWB	Check	<a href="#">W23828SPO</a>	CCTV camera/tractor repairs	650-466.0000.63330	2,591.73
<a href="#">VEN13163</a>	Wapiti Consulting, LLC	APMWB	Electronic Funds Transf	<a href="#">606</a>	Replace and Program Ultrasonic Level Trans	650-466.0000.68021	240.00

Dept 466 Total: 9,480.68

Dept: 468 Wastewater - Surface Water

<a href="#">VEN15211</a>	CDA Precast, LLC	APMWB	Check	<a href="#">LS102 - WWTP</a>	R&C ,A-2003, Slotted (DW),D&L	650-468.0000.68380	332.00
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">378215</a>	TRAILER CONNECTR ADPT (570) Above It	650-468.0000.67170	48.39
<a href="#">VEN05363</a>	North 40 Outfitters	APMWB	Check	<a href="#">054114/E</a>	Surface water Sprayer	650-468.0000.68380	165.29
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">373471/1</a>	MLT BIT SCREWDRIVR 10IN1	650-468.0000.67090	12.59
				<a href="#">373487/1</a>	POLY TARP 6'X8' HP	650-468.0000.68380	14.28
				<a href="#">373369/1</a>	WWTP Supplies	650-468.0000.68380	39.05
				<a href="#">373471/1</a>	MLT BIT SCREWDRIVR 10IN1	650-468.0000.68380	7.73
				<a href="#">373487/1</a>	POLY TARP 6'X8' HP	650-468.0000.68380	43.15
				<a href="#">373471/1</a>	MLT BIT SCREWDRIVR 10IN1	650-468.0000.68380	15.46

Dept 468 Total: 677.94

Fund 650 Total: 153,286.97

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

<a href="#">J105</a>	J-U-B Engineers, Inc.	APMWB	Electronic Funds Transf	<a href="#">193065</a>	Tertiary Upgrade JUB Invoice January 2026	651-463.3213.90015	6,672.69
<a href="#">VEN15218</a>	Mauer Construction Inc	APMWB	Check	<a href="#">INV0152821</a>	Refund for HBDC-21-11	651-463.3308.38625	5,817.00

Dept 463 Total: 12,489.69

Fund 651 Total: 12,489.69

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

<a href="#">W090</a>	Welch Comer & Associates, Inc.	APMWB	Electronic Funds Transf	<a href="#">41354160-024</a>	Fisher Gravity Sewer Welch Invoice January	652-463.3129.95520	5,000.00
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Dept 463 Total: 5,000.00

Fund 652 Total: 5,000.00

Fund: 700 - SANITATION

Dept: 461 Sanitation

<a href="#">VEN07913</a>	CANNON HILL	APMWB	Check	<a href="#">44468</a>	Wood waste from trees	700-461.0000.65050	544.00
				<a href="#">44404</a>	Wood waste dumpster	700-461.0000.65050	550.00
<a href="#">VEN02262</a>	Factory Direct Promos	APMWB	Check	<a href="#">44008536</a>	Insulated Tote Bags for Recycle Event	700-461.0000.62041	1,616.32

Dept 462 Total: 2,710.32

Packet: APPKT22422 - Check Run for Council 3.04.26  
 Vendor Set: 01 - Vendor Set 01

Check Date: 2/24/2026

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 750 - WATER OPERATING							
Dept: 462 Water Operating							
<a href="#">A090</a>	Accurate Testing Labs LLC	APMWB	Check	<a href="#">152218</a>	BACT T PA	750-462.0000.68360	85.00
<a href="#">VEN14551</a>	Andy's Heating & Cooling	APMWB	Check	<a href="#">485-J</a>	Ductwork for Pump House #3	750-462.0000.68025	2,550.00
<a href="#">B072</a>	BAVCO	APMWB	Check	<a href="#">373544</a>	DW System Supplies 2" Wilkins 375XL	750-462.0000.63280	3,840.00
<a href="#">C360</a>	Consolidated Supply Co.	APMWB	Electronic Funds Transf	<a href="#">S012707124.002</a>	DW Meter Adapter	750-462.0000.63280	2,324.85
<a href="#">VEN08032</a>	Eljay Oil Co, Inc	APMWB	Check	<a href="#">1011617</a>	CHV CETUS HIPERSYN 68	750-462.0000.68010	343.75
<a href="#">VEN15214</a>	Gesa Credit Union	APMWB	Check	<a href="#">INV0152761</a>	Building Permit Fee BLDC-23-32 - Partial ref	750-462.3316.33605	313.50
<a href="#">VEN14482</a>	Gunnerson Consulting and Communication Site Services, LLC	APMWB	Check	<a href="#">6832</a>	Cell Tower Lease Review	750-462.0000.62040	543.50
<a href="#">H003</a>	H.D. Fowler Company	APMWB	Electronic Funds Transf	<a href="#">I7215198</a>	DW Ball Valve	750-462.0000.63280	305.02
				<a href="#">I7215188</a>	DW System Supplies	750-462.0000.63280	171.50
				<a href="#">I7215189</a>	WB67 LOWER STEM FOR A 4'BURY HYDF	750-462.0000.63280	772.80
				<a href="#">I7215188</a>	DW System Supplies	750-462.0000.63280	133.50
<a href="#">K080</a>	Knudtsen Chevrolet and GMAC	APMWB	Check	<a href="#">6298509/1</a>	Oil Change & Air Filter W124	750-462.0000.67170	253.43
				<a href="#">6298546/1</a>	Oil Change W123	750-462.0000.67170	157.18
<a href="#">VEN15218</a>	Mauer Construction Inc	APMWB	Check	<a href="#">INV0152821</a>	Refund for HBDC-21-11	750-462.3316.33605	650.00
<a href="#">VEN09639</a>	McHugh Bromley PLLC	APMWB	Check	<a href="#">1000 5018</a>	Water supply bank lease contract	750-462.0000.62040	140.00
<a href="#">N008</a>	National Barricade & Sign Co	APMWB	Check	<a href="#">226251</a>	Cones for Water Dept	750-462.0000.63110	870.00
<a href="#">VEN14559</a>	One Call Concepts, Inc	APMWB	Check	<a href="#">60122025</a>	WATER & WW LOCATES	750-462.0000.62320	268.60
<a href="#">VEN14389</a>	Prestige Worldwide Technologies, LLC	APMWB	Check	<a href="#">3142</a>	Well 8 cla-valve body	750-462.3315.68382	8,000.00
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">373403/1</a>	DSP GLOVE NIT XL BLK PF	750-462.0000.63110	17.99
						750-462.0000.68010	189.05
						Dept 462 Total:	21,929.67
						Fund 750 Total:	21,929.67
Fund: 753 - WATER CAPITAL							
Dept: 462 Water Operating							
<a href="#">VEN15218</a>	Mauer Construction Inc	APMWB	Check	<a href="#">INV0152821</a>	Refund for HBDC-21-11	753-462.3308.38605	11,574.34
<a href="#">W090</a>	Welch Comer & Associates, Inc.	APMWB	Electronic Funds Transf	<a href="#">41354220-003</a>	Water Master Plan Consulting	753-462.3204.95500	6,680.40
				<a href="#">41354220-002</a>		753-462.3204.95500	4,200.00
						Dept 462 Total:	22,454.74
						Fund 753 Total:	22,454.74
						Report Total:	676,541.82



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	89,797.65
	001-412.0000.66180	100.00
	001-414.0000.62091	12,562.50
	001-421.0000.62040	618.61
	001-421.0000.62370	100.00
	001-421.0000.63060	-70.56
	001-421.0000.63070	7.99
	001-421.0000.63110	635.00
	001-421.0000.63300	6,095.65
	001-421.0000.63920	70.56
	001-421.0000.64020	3,516.00
	001-421.0000.64030	5,680.63
	001-421.0000.67020	317.11
	001-421.0000.67100	1,611.14
	001-421.0000.67170	100.00
	001-421.0000.68010	237.50
	001-421.4000.72000	698.71
	001-423.1153.68400	1,495.00
	001-427.0000.64030	163.83
	001-431.0000.63000	1,030.84
	001-431.0000.63260	833.27
	001-431.0000.63525	720.00
	001-431.0000.68080	8,848.39
	001-431.0000.68150	943.32
	001-433.0000.67030	55.53
	001-434.0000.63007	7.78
	001-434.0000.63011	2,146.34
	001-434.0000.63012	606.03
	001-434.0000.63013	214.23
	001-434.0000.63160	257.38
	001-434.0000.67020	601.81
	001-434.0000.90010	1,179.00
	001-442.0000.63420	4,325.00
	001-443.0000.63150	92.56
	001-443.0000.67020	386.99
	001-443.0000.67030	28.56
	001-443.0000.67050	410.10
	001-443.0000.67090	64.70
	001-443.0000.68160	122.29
	001-443.0000.68230	-59.61
	001-443.1658.62330	143.19
	001-444.0000.67030	22.48
	001-445.0000.62040	2,432.50
	001-445.0000.63070	10.83
	001-445.0000.63080	1,271.00
	001-450.1753.38507	993.75
	001-453.1752.33501	1,307.60
	001-453.1757.38511	3,409.09
	001-481.0000.62040	1,430.00
	<b>Fund 001 Total:</b>	<b>157,572.27</b>
003 - PERSONNEL BENEFIT POOL		
	003-482.0000.62040	3,232.00
	003-482.0000.73020	21.67
	003-482.4155.71210	15.00
	<b>Fund 003 Total:</b>	<b>3,268.67</b>
008 - 911 SUPPORT		

	008-426.0000.91560	15,605.24
	008-426.0000.92090	166,292.88
	Fund 008 Total:	181,898.12
011 - FACILITY BUILDING RESERVE		
	011-491.0000.95015	3,805.80
	Fund 011 Total:	3,805.80
023 - SPECIAL EVENTS		
	023-446.1605.62040	2,040.00
	Fund 023 Total:	2,040.00
035 - PUBLIC SAFETY IMPACT FEES		
	035-420.0000.95015	3,875.00
	035-420.2002.38204	4,671.60
	Fund 035 Total:	8,546.60
037 - STREETS IMPACT FEES		
	037-431.0000.80290	90,730.31
	037-431.2003.38205	10,132.80
	Fund 037 Total:	100,863.11
038 - PARKS IMPACT FEES		
	038-443.0000.94070	675.86
	Fund 038 Total:	675.86
650 - RECLAIMED WATER OPERATING		
	650-463.0000.63060	162.19
	650-463.0000.63400	423.12
	650-463.0000.63490	6,892.24
	650-463.0000.67170	2,476.22
	650-463.0000.68025	15,116.68
	650-463.3125.95520	117,630.68
	650-463.3305.39630	70.00
	650-463.4000.72000	357.22
	650-466.0000.62320	268.61
	650-466.0000.63000	73.66
	650-466.0000.63006	80.73
	650-466.0000.63330	2,942.57
	650-466.0000.67090	314.80
	650-466.0000.67170	219.53
	650-466.0000.68021	240.00
	650-466.3104.68400	4,983.54
	650-466.4000.72000	357.24
	650-468.0000.67090	12.59
	650-468.0000.67170	48.39
	650-468.0000.68380	616.96
	Fund 650 Total:	153,286.97
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3213.90015	6,672.69
	651-463.3308.38625	5,817.00
	Fund 651 Total:	12,489.69
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3129.95520	5,000.00
	Fund 652 Total:	5,000.00
700 - SANITATION		
	700-461.0000.62041	1,616.32
	700-461.0000.65050	1,094.00
	Fund 700 Total:	2,710.32
750 - WATER OPERATING		
	750-462.0000.62040	683.50
	750-462.0000.62320	268.60
	750-462.0000.63110	887.99
	750-462.0000.63280	7,547.67
	750-462.0000.67170	410.61
	750-462.0000.68010	532.80
	750-462.0000.68025	2,550.00
	750-462.0000.68360	85.00
	750-462.3315.68382	8,000.00
	750-462.3316.33605	963.50
	Fund 750 Total:	21,929.67
753 - WATER CAPITAL		

753-462.3204.95500  
753-462.3308.38605

	10,880.40
	11,574.34
Fund 753 Total:	<u>22,454.74</u>
Report Total:	676,541.82

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 3/3/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Victoria Howell, Purchasing/CSR  
**SUBJECT:** December Cash and Investments

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**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 December 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 December 2025. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of December 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 December, the total of investments and cash on hand was \$235,311,480.95. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of December.

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

None

**APPROVED OR DIRECTION GIVEN:**

None

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

235311480.95

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. Budget Status Report
2. Cash and Investments
3. Treasurer's Report of C&I Transactions

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 132,684.60	\$ 54,666.97	41.2%
	Personnel	<u>127,020.93</u>	<u>27,113.56</u>	21.3%
		259,705.53	81,780.53	31.5%
412 - INFORMATION SYSTEMS	Operating	148,410.00	42,563.86	28.7%
	Capital	2,000.00	-	0.0%
	Personnel	<u>658,143.66</u>	<u>151,497.40</u>	23.0%
		808,553.66	194,061.26	24.0%
413 - GENERAL SERVICES	Operating	27,000.00	2,544.06	9.4%
	Personnel	<u>575,111.36</u>	<u>133,888.31</u>	23.3%
		602,111.36	136,432.37	22.7%
414 - FINANCE	Operating	649,868.75	343,184.00	52.8%
	Personnel	<u>705,291.14</u>	<u>172,289.16</u>	24.4%
		1,355,159.89	515,473.16	38.0%
415 - CITY CLERK	Operating	37,150.00	27,550.42	74.2%
	Capital	-	-	0.0%
	Personnel	<u>93,419.25</u>	<u>21,525.99</u>	23.0%
		130,569.25	49,076.41	37.6%
417 - MEDIA/CABLE FRANCHISE	Operating	46,100.00	784.23	1.7%
	Capital	-	-	0.0%
	Personnel	<u>161,845.81</u>	<u>36,888.85</u>	22.8%
		207,945.81	37,673.08	18.1%
418 - HUMAN RESOURCES	Operating	6,700.00	991.28	14.8%
	Personnel	<u>249,991.12</u>	<u>60,261.75</u>	24.1%
		256,691.12	61,253.03	23.9%
421 - POLICE	Operating	1,004,243.54	238,421.19	23.7%
	Capital	208,770.00	7,470.63	3.6%
	Personnel	<u>8,833,495.21</u>	<u>1,964,887.36</u>	22.2%
		10,046,508.75	2,210,779.18	22.0%
423 - OASIS	Operating	500.00	9,983.94	1996.8%
	Capital	-	-	0.0%
	Personnel	<u>133,544.76</u>	<u>39,413.66</u>	29.5%
		134,044.76	49,397.60	36.9%
424 - LEGAL (PROSECUTING)	Operating	88,496.00	24,122.27	27.3%
	Capital	-	-	0.0%
	Personnel	<u>1,019,314.70</u>	<u>229,899.76</u>	22.6%
		1,107,810.70	254,022.03	22.9%
427 - ANIMAL CONTROL	Operating	13,325.00	1,896.83	14.2%
	Personnel	<u>208,715.89</u>	<u>46,251.67</u>	22.2%
		222,040.89	48,148.50	21.7%
431 - STREETS	Operating	2,115,650.00	100,802.13	4.8%
	Capital	5,709,000.00	1,320.50	0.0%
	Personnel	<u>1,632,132.62</u>	<u>352,954.49</u>	21.6%
		9,456,782.62	455,077.12	4.8%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	14,330.00	1,803.14	12.6%
	Personnel	<u>87,639.61</u>	-	0.0%
		101,969.61	<u>1,803.14</u>	1.8%
433 - FACILITY MAINTENANCE	Operating	82,380.00	10,123.70	12.3%
	Capital	40,000.00	-	0.0%
	Personnel	<u>348,882.63</u>	<u>76,234.09</u>	21.9%
		471,262.63	86,357.79	18.3%
434 - FLEET MAINTENANCE	Operating	240,752.00	50,681.90	21.1%
	Capital	2,353,243.00	78,801.72	3.3%
	Personnel	<u>508,012.22</u>	<u>93,640.52</u>	18.4%
		3,102,007.22	223,124.14	7.2%
435 - -GIS	Operating	63,550.00	7,375.29	11.6%
	Personnel	<u>205,163.73</u>	<u>47,994.67</u>	23.4%
		268,713.73	55,369.96	20.6%
441 - URBAN FORESTRY	Operating	46,100.00	33,290.51	72.2%
	Capital	-	-	0.0%
	Personnel	<u>297,460.01</u>	<u>74,436.74</u>	25.0%
		343,560.01	107,727.25	31.4%
442 - CEMETERY	Operating	107,050.00	14,701.09	13.7%
	Capital	-	-	0.0%
	Personnel	<u>256,391.79</u>	<u>57,187.93</u>	22.3%
		363,441.79	71,889.02	19.8%
443 - PARKS	Operating	970,778.46	179,605.94	18.5%
	Capital	208,300.00	10,451.09	5.0%
	Personnel	<u>1,550,224.34</u>	<u>329,732.97</u>	21.3%
		2,729,302.80	519,790.00	19.0%
444 - PARKS CONSTRUCTION	Operating	63,825.00	3,855.32	0.0%
	Capital	<u>200,000.00</u>	<u>238.68</u>	0.1%
		263,825.00	4,094.00	1.6%
445 - RECREATION	Operating	251,749.00	28,876.55	11.5%
	Capital	8,800.00	6,550.04	0.0%
	Personnel	<u>988,317.89</u>	<u>188,063.33</u>	19.0%
		1,248,866.89	223,489.92	17.9%
451 - PLANNING & ZONING	Operating	30,799.95	3,157.19	10.3%
	Capital	-	-	100.0%
	Personnel	<u>388,766.10</u>	<u>85,894.41</u>	22.1%
		419,566.05	89,051.60	21.2%
452 - BUILDING INSPECTOR	Operating	24,200.00	8,068.65	33.3%
	Personnel	802,807.89	184,227.66	22.9%
	Capital	-	-	
		<u>827,007.89</u>	<u>192,296.31</u>	23.3%
453 - ENGINEERING	Operating	31,450.00	7,487.43	23.8%
	Capital	-	-	#DIV/0!
	Personnel	<u>790,763.69</u>	<u>186,308.09</u>	23.6%
		822,213.69	193,795.52	23.6%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	101,152.00	67,312.44	66.5%
	Capital	-	-	0.0%
	Personnel	243,835.96	59,924.22	24.6%
		<u>344,987.96</u>	<u>127,236.66</u>	36.9%
465 - STREET LIGHTS	Operating	805,000.00	203,874.75	25.3%
		<u>805,000.00</u>	<u>203,874.75</u>	25.3%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	5,576,000.00	1,033,311.08	18.5%
	Capital	-	-	0.0%
		<u>5,576,000.00</u>	<u>1,033,311.08</u>	18.5%
482 - PERSONNEL POOL	Operating	5,265,200.00	1,316,300.01	25.0%
	Personnel	1,027,550.00	20,047.06	2.0%
		<u>6,292,750.00</u>	<u>1,336,347.07</u>	21.2%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
<b>TOTAL GENERAL FUND</b>		<u><b>48,568,399.61</b></u>	<u><b>8,562,732.48</b></u>	<b>17.6%</b>
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	12,250.67	21.4%
	Capital	-	-	0.0%
	Personnel	5,363,000.00	1,010,874.50	18.8%
		<u>5,420,200.00</u>	<u>1,023,125.17</u>	18.9%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
007 - DRUG SEIZURE FUND	Operating	130,000.00	2,540.92	2.0%
	Capital	-	-	0.0%
		<u>130,000.00</u>	<u>2,540.92</u>	2.0%
008 - 911 FUND	Operating	569,997.00	250,643.77	44.0%
	Capital	-	-	0.0%
	Personnel	416,821.42	52,878.68	12.7%
		<u>986,818.42</u>	<u>303,522.45</u>	30.8%
011 - FACILITY BUILDING RESERVE FUND	Operating	10,320,000.00	-	0.0%
	Capital	6,700,000.00	514,015.06	0.0%
		<u>17,020,000.00</u>	<u>514,015.06</u>	0.0%
017 - ANNEXATION FUND	Operating	1,720,000.00	39,908.87	2.3%
	Capital	-	-	0.0%
		<u>1,720,000.00</u>	<u>39,908.87</u>	2.3%
023 - SPECIAL EVENTS FUND	Operating	175,856.00	2,590.34	1.5%
	Capital	-	37,866.20	0.0%
		<u>175,856.00</u>	<u>40,456.54</u>	23.0%
029 - CEMETERY IMPROVEMENTS FUND	Operating	451,000.00	-	0.0%
	Capital	99,000.00	-	0.0%
		<u>550,000.00</u>	<u>-</u>	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	1,000,000.00	183,611.79	18.4%
		<u>1,000,000.00</u>	<u>183,611.79</u>	18.4%

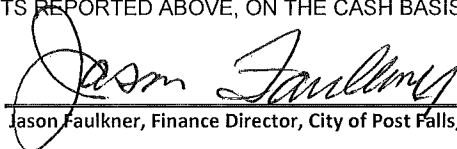
CITY OF POST FALLS  
 BUDGET STATUS REPORT  
 FOR MONTH ENDED December 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,426,000.00	8,615.19	0.6%
	Capital	<u>1,800,000.00</u>	<u>35,450.00</u>	0.0%
		3,226,000.00	44,065.19	1.4%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,750,019.00	60,215.98	0.0%
	Capital	<u>2,720,306.00</u>	<u>162,829.86</u>	
		5,470,325.00	223,045.84	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,785,000.00	-	0.0%
	Capital	<u>3,355,000.00</u>	<u>239,213.10</u>	7.1%
		5,140,000.00	239,213.10	4.7%
039 - STREET CAPITAL PROJECTS	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
410 - LID 2004	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
450 - LID GUARANTEE FUND	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl'd: wwo, collections, recycled, surface	Operating	7,658,577.25	1,098,729.90	14.3%
	Capital	15,248,000.00	300,562.61	2.0%
	Personnel	<u>3,065,059.75</u>	<u>551,521.47</u>	18.0%
		25,971,637.00	1,950,813.98	7.5%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	855,324.00	302,582.50	35.4%
	Capital	<u>4,940,000.00</u>	<u>156,678.20</u>	3.2%
		5,795,324.00	459,260.70	7.9%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	19,970,000.00	139,768.03	0.7%
	Operating	<u>6,455,000.00</u>	<u>-</u>	
		26,425,000.00	139,768.03	0.5%
700 - SANITATION FUND	Operating	<u>4,711,427.00</u>	<u>1,373,856.17</u>	29.2%
		4,711,427.00	1,373,856.17	29.2%
750 - WATER OPERATING FUND	Operating	2,304,902.70	327,111.54	14.2%
	Capital	2,774,000.00	464,790.84	
	Personnel	<u>1,026,454.96</u>	<u>227,845.47</u>	22.2%
		6,105,357.66	1,019,747.85	16.7%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	<u>9,885,000.00</u>	<u>71,685.25</u>	0.7%
		9,885,000.00	71,685.25	0.7%
GRAND TOTAL		<u>\$ 168,771,687.69</u>	<u>\$ 16,650,712.39</u>	9.9%

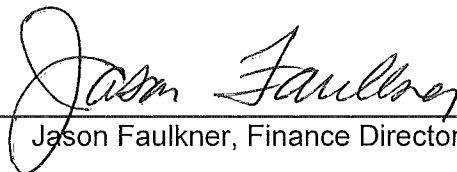
I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

City of Post Falls  
Cash and Investments  
12/31/2025

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	101,883,552.24
LGIP Acct 1441	305,093.82
<u>First Financial Equity Corporation</u>	
General Accts Investments	20,777,756.46
Contingency Accts	9,012,755.86
Replacement & Reserve Accts	66,055,774.77
<u>Moreton Capital Investments</u>	
Moreton Securities	21,677,937.83
<u>Mountain West bank</u>	
Repurchase Sweep Account	15,522,356.88
Checking Account	75,003.09
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	125.00
Park	-
Planning and Zoning	150.00
Total	<u>\$ 235,311,480.95</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.

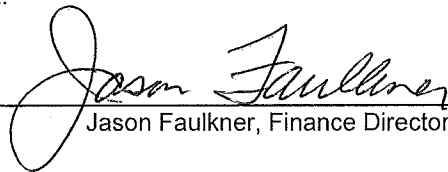


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Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls  
Treasurer's Report of Cash and Investment Transactions  
12/31/2025

FUND	BALANCE 11/30/2025	RECEIPTS	DISBURSEMENTS	BALANCE 12/31/2025
001 - GENERAL FUND	\$29,322,221.29	\$2,094,790.38	\$3,927,091.90	\$ 27,489,919.77
002 - COMPREHENSIVE LIABILITY	202,781.28	\$16,990.81	\$ -	219,772.09
003 - PERSONNEL BENEFIT POOL	73,954.87	\$467,046.99	\$461,856.62	79,145.24
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	212,060.61	\$906.10	\$ -	212,966.71
008 - 911 SUPPORT	2,927,812.29	\$13,489.81	\$195,359.31	2,745,942.79
011 - FACILITY BUILDING RESERVE	12,502,532.22	\$384,860.17	\$282,748.25	12,604,644.14
017 - ANNEXATION FEES	1,834,744.02	\$32,346.92	\$21,598.37	1,845,492.57
023 - SPECIAL EVENTS	457,433.96	\$4,988.59	\$1,265.52	461,157.03
029 - CEMETERY CAPITAL IMPROVEMENT	598,776.42	\$6,403.38	\$ -	605,179.80
034 - KOOTENAI FIRE/EMS IMPACT FEES	111,952.86	\$51,120.67	\$73,621.35	89,452.18
035 - PUBLIC SAFETY IMPACT FEES	3,596,720.50	\$52,844.46	\$2,871.73	3,646,693.23
037 - STREETS IMPACT FEES	9,613,493.72	\$173,817.80	\$280,613.42	9,506,698.10
038 - PARKS IMPACT FEES	6,717,264.43	\$231,826.52	\$3,308.12	6,945,782.83
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	15,598.21	\$1,028.00	\$ -	16,626.21
450 - LID GUARANTEE	19,218.62	\$55.84	\$ -	19,274.46
650 - RECLAIMED WATER OPERATING	79,955,409.79	\$2,233,299.71	\$678,357.17	81,510,352.33
651 - RECLAIMED WATER CAPITAL - WWTP	30,710,584.58	\$426,565.76	\$547,699.47	30,589,450.87
652 - RECLAIMED WATER CAPITAL - COLLECTOR	21,792,224.43	\$196,468.10	\$136,187.69	21,852,504.84
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	2,007,811.91	\$530,691.80	\$1,291,538.65	1,246,965.06
750 - WATER OPERATING	27,965,580.48	\$546,480.47	\$364,210.45	28,147,850.50
753 - WATER CAPITAL	5,498,726.50	\$27,684.37	\$ 19,820.79	5,506,590.08
<b>GRAND TOTAL:</b>	<b>\$ 236,105,923.11</b>	<b>\$ 7,493,706.65</b>	<b>\$ 8,288,148.81</b>	<b>\$ 235,311,480.95</b>

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



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

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 3/3/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Robbie Quinn, Parks Planner  
**SUBJECT:** Corbin Dog Park Design Agreement

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**ITEM AND RECOMMENDED ACTION:**

With the approval of the consent agenda, the City Council authorizes the Mayor to sign the attached professional services design agreement with J-U-B ENGINEERS, Inc. for the construction document drafting of the new Corbin Dog Park.

**DISCUSSION:**

The 2020 Parks and Recreation Master Plan recommended adding dog parks as one of the top priorities identified during the community outreach process. Corbin Park was selected to be the site for the first city dog park, with the approval by the Post Falls Parks and Recreation Commission and City Council to purchase additional property at Corbin Park in 2023. The concept site plan provides for the development of a 1.5-acre off-leash dog park featuring separate areas for large and small dogs. Site improvements include a new asphalt access road, an asphalt parking lot with approximately 34 stalls (which will also serve users of the adjacent Hastings soccer field), a new vault restroom, shade shelters, concrete and gravel pathways, a stabilized site entrance, and standard park amenities and furnishings.

J-U-B's scope of services, as detailed in Exhibit A, encompasses the following primary elements:

- Preparation of grading and drainage plans for all new hardscape features;
- Design of the site lighting system;
- Stormwater management design and associated report;
- Utility design, including new water lines for drinking fountains;
- Development of all applicable standard construction details;
- Preparation of front-end and technical specifications;
- Development of an Engineer's Opinion of Probable Construction Cost; and
- Bidding services, including a complete bid package, bid advertisement, notice to bidders, preparation of any necessary addenda, and a bid summary with a recommendation for award.

The total cost for J-U-B's professional services is \$62,500.00 This amount will be funded from the approved Dog Park impact fee budget.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

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

\$62,500.00 paid out of Park Impact Fees

**BUDGET CODE:**

038-443.0000.94170

**ATTACHMENTS:**

1. Corbin Dog Park Consultant Contract w/JUB

**CITY OF POST FALLS:**

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

City Contract Administrator: Jason Faulkner, Finance Director. Phone: (208) 773-3511  
Email: jfaulkner@postfalls.gov

City Project Manager: Robbie Quinn, Parks Planner. Phone: (208) 457-3320  
Email: rquinn@postfalls.gov

**CONSULTANT:**

J-U-B Engineers, Inc.  
745 W, Hanley Ave, Suite 301, Coeur d’Alene, ID 83815  
Firm Project Manager: Riannon Zender, Transportation Services Group. Phone: (208) 762-8787  
Email: rzender@jun.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the “**City**,” and J-U-B Engineers, Inc. having offices for the transaction of business at 745 W, Hanley Ave, Suite 301, Coeur d’Alene, ID 83815 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

WITNESSETH:

WHEREAS the City desires to obtain professional design services at Corbin Park, within the City; and

WHEREAS, pursuant to the Request For Pre-Qualifications for Consulting Services through December 31, 2026, this Agreement is made and entered into effective from the date attested by the City Clerk of the Board, by and between City of Post Falls, a political subdivision of the State of Idaho hereinafter known as the "City" having offices for the transaction of business as listed above and the "Consultant", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties"

WHEREAS, the Consultant is prequalified to provide streets/transportation services, landscape architecture design services, electrical design services, stormwater management services to the city of Post Falls under the Consultant Shortlist thought December 31, 2026

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

## ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit “A”**, which is incorporated herein by this reference.

## ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project will be in the City of Post Falls.

2.2. **SCOPE/STATEMENT OF WORK:** The Consultant will provide the professional services described in the Scope of Services attached hereto as **Exhibit “A”**, which is incorporated herein by reference. All services required hereunder will be performed by the Consultant or under the Consultant’s direct supervision, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

2.3. **PERSONNEL:** The Consultant represents that it has or will secure all personnel required to perform its services at its own expense under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the services on behalf of the Consultant. The Consultant may not replace the Project Manager or other key employee(s) without obtaining the City’s approval, which the City will not unreasonably withhold. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification’s criteria section dealing with the competence of personnel and any relevant specialized experience. Based upon the City’s review of the Consultant’s documentation, and any supplemental information that the City may request, the City may, at its sole option: (1) approve the Consultant’s request in writing; or (2) deny the Consultant’s request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

2.4. **ASSIGNABILITY:** The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. However, 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. The Consultant must provide notice of any such assignment or transfer promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

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

2.6. **TERM:** Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City’s approval, a schedule for the performance of the services, which may be adjusted as the project proceeds, shall be

submitted for review and approval. The schedule shall include allowances for periods required for the City's review and 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 **\$62,500.00** 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 Contract Administrator. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs 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 offer any additional compensation, payment, use of facilities, service, or other value to the Consultant in connection with the performance of this Agreement. 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 price and may not be charged to the City.

**3.4. TIME OF PAYMENT:** Payments will be made monthly based on an invoice for services rendered and costs incurred during the previous month. Each invoice will contain the project or contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the above address. The invoice will be paid within thirty (30) days of receipt by the City, contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

**3.5. METHOD OF PAYMENT:** The City, in its sole discretion, may elect to make payment by warrant (check), 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 includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

**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 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 coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. 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 concerning 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 suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed, and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Parks Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the 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 the City of Post Falls, its officers, agents and employees, and any other entity required explicitly 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 prior written notice to the 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 from such failure, either by 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 more.

**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 under the terms of this Agreement through no fault of the Consultant.

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

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

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

## **ARTICLE 6. INDEMNIFICATION**

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

**6.2. PROFESSIONAL LIABILITY:** The Consultant's professional liability to the City (including Consultant's officers, directors, employees, and agents) is limited to the amount payable under this Agreement or one million dollars (\$1,000,000), whichever is more. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims, or actions identified under any legal theory related to the Consultant's services under this Agreement and any continuation or extension of such services.

**6.3. U.C.C., LIENS, ETC.** The Consultant's indemnification shall expressly 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 Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

## **ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS**

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

**7.2. CONSULTANT TO ASSIGN RIGHTS:** The Consultant hereby assigns to the City all rights, titles, and interests to the Materials. Upon request of the City, the Consultant will execute all papers and perform all other acts necessary to assist the City in obtaining and registering copyrights, patents, or other forms of protection provided by law for the Materials, such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees, or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in a paper, electronic, or another 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, imitated or used for any purpose other than the 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 preceding 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 ordinary course of its business. The City further waives any claim against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after completing 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 infringes upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments, and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

**7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS:** The Consultant shall ensure that the substance of the preceding subsections is included in each subcontract for the work under this Agreement.

## **ARTICLE 8. GENERAL CONDITIONS**

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

**8.2. ENFORCEMENT COSTS:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to

recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

**8.3. COMPLIANCE WITH LAWS:** The Parties hereto expressly 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 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 otherwise of the City has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or law shall be taken and construed as cumulative, 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 thereof, or the right of the City to enforce every such provision hereafter.

**8.7. HEADINGS:** This Agreement's Article and Section headings 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 or Sections they appertain.

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

**8.9. RECOVERY OF FUNDS:** Whenever, under this 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 this Agreement or any other contract between the Consultant and the City including reasonable attorney fees and or any additional collection costs. The rights of the 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 their interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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

**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 parties' entire Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

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

**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.

- a. **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).

- b. **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.
- c. **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.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

**8.18. ADDITIONAL REQUIREMENTS OF THE CITY OF POST FALLS:** The clauses in this section reflect requirements adopted by the City of Post Falls in furtherance of its procurement policies and contractual standards. These provisions are intended to supplement, and not replace, obligations to comply with all applicable federal, state, and local laws.

- a. **Employment Eligibility and Immigration Compliance:** Consultant certifies that it complies, and will continue to comply for the duration of this Agreement, with all applicable federal and state laws governing the employment of workers, including but not limited to the Immigration Reform and Control Act of 1986, as amended (8 U.S.C. § 1324a). Consultant further certifies that it does not knowingly employ, contract with, or retain any individual who is not authorized to work in the United States and that it requires the same certification of compliance from all subcontractors performing work under this Agreement. Nothing in this provision will be construed to require the City to verify employment eligibility or to assume any duty of enforcement beyond the remedies otherwise available under this Agreement or applicable law.

## **ARTICLE 9. CONTRACT DOCUMENTS**

**9.1. CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, the other documents listed below, and all modifications and change orders issued subsequent thereto. These form a contract; all are as entirely 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" Scope of Work; 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 above.

MAYOR OF POST FALLS, IDAHO

ATTEST:

\_\_\_\_\_  
Randy Westlund, Mayor

BY: \_\_\_\_\_  
Shannon Howard  
City Clerk

Date: March \_\_\_\_, 2026

CONSULTANT  
Riannon Zender  
\_\_\_\_\_  
Riannon Zender, Transportation Services Group  
J-U-B Engineers, Inc.

Date: February 12, 2026

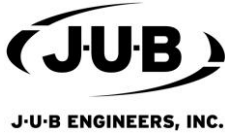
State of Idaho            )  
                                      : ss  
County of Kootenai    )

On this 12<sup>th</sup> day of February, 2026 before me, a notary for the State of Idaho, personally appeared Riannon Zender who, being by me first duly sworn, declared that they is a Transportation Services Group of J-U-B Engineers, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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



Katie L. Halland  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Coeur d'Alene  
My Commission Expires: 3/9/24



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Corbin Dog Park

**CLIENT:** Post Falls Parks Department

**J-U-B PROJECT NUMBER:** RP-26-00

**CLIENT PROJECT NUMBER:** Click or tap here to enter text.

**ATTACHMENT TO:**

**AGREEMENT DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Post Falls desires to design parking lot, site, and drainage improvements to the existing Corbin Park. The City has conceptualized future improvements, shown in Exhibit 1-A, including a consolidated driveway, new pavement, curb, gutter, sidewalk, water connection for drinking fountains, vault restroom, dumpster enclosure, shelters, and fencing for a dog park. The City has requested J-U-B prepare design plans for the proposed improvements listed below in the scope of work. The City will prepare all the landscape and irrigation design. The design will utilize survey previously prepared by J-U-B.

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 001: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Attend up to 2 client meetings to report project status and review comments.
6. Regularly monitor project status, budget and schedule.
7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.

**B. Task 002: Design Services**

1. Incorporate the City provided concept layout into the base map;
2. Design onsite improvements including a new consolidated driveway, and parking lot, curb, gutter, sidewalks, grading and drainage, and swales;
3. Design a new lighting system for illumination of the parking area. The light type will be selected by the City and are anticipated to be solar-powered. A lighting level analysis will be prepared.
4. Prepare stormwater calculations for drywells, treatment and storage;
5. Design a trail system based on the concept layout that will consist of concrete pathways;

6. Gravel pathway design will be conceptual and identified as field-fit;
7. Coordinate and design water hookups for the drinking fountains;
8. Additional site features included with the design package are a dumpster enclosure, concrete pads and shelters, and a precast concrete vault restroom;
9. Develop necessary standard and custom details;
10. Provide 90% plans and an opinion of probable cost for improvements. Plan sheets are anticipated to include a cover, legend, notes, survey control, site plan, grading and drainage, utilities, lighting, and up to 2 detail sheets;
11. Address City comments and submit 100% sealed plans for the City's use in construction;
12. Prepare contract, front end, and technical specifications;

Assumptions:

- Shelter kits will be supplied by the City for contractor installation
- J-U-B will incorporate landscape and irrigation sheet into the overall design package
- Gravel pathways are not intended to meet ADA requirements

Deliverables:

- 90% plans and opinion of probable cost
- 100% Sealed plans, opinion of probable cost, specifications

**C. Task 003: Bidding Services**

For this task, J-U-B will: Provide bid support in the form of preparing final bid documents, bid advertisement, pre-bid meeting coordination, issuing addenda, addressing bidder questions and awarding the project

1. Advertise bid – CLIENT will place an advertisement (provided by J-U-B) for bidding in accordance with Idaho Code. J-U-B will provide the bid package to contractors for bidding (via third party internet bidding service, Quest CDN) and track bidders for addendums to be issued by J-U-B.
2. Prepare and facilitate a pre-bid meeting.
3. Award support – J-U-B will review the bid documents supplied by contractors and provide bid evaluations for consideration and possible selection of a contractor and award for construction by Client. The bid summary will be provided to Client with considerations for award.

Assumptions:

- N/A

Deliverables:

- Specification package for CLIENT review
- Final bid-ready specification package
- Advertisement
- Notice to Bidders
- Addendum
- Bid Summary and Bid Review letter

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  1. 2D CADD linework
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  1. Construction administration services

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  1. For Lump Sum fees:

- a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

**B. Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

<b>Task Number</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Amount</b>	<b>Anticipated Schedule</b>
001	Project Management and Quality Control	Lump Sum	\$5,500	Concurrent with work progress
002	Design	Lump Sum	\$51,000	Complete within 6 months after executed contract
003	Bidding Phase Services	Lump Sum	\$6,000	Fall 2026 for Spring 2027 Construction Start
<b>Total:</b>			<b>\$62,500</b>	

**PART 5 - CERTIFICATIONS AND DELIVERABLES**

- A. *Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.*
- B. *Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.*
- C. *Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.*
- D. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

**Exhibit(s): 1-A Site Plan**

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

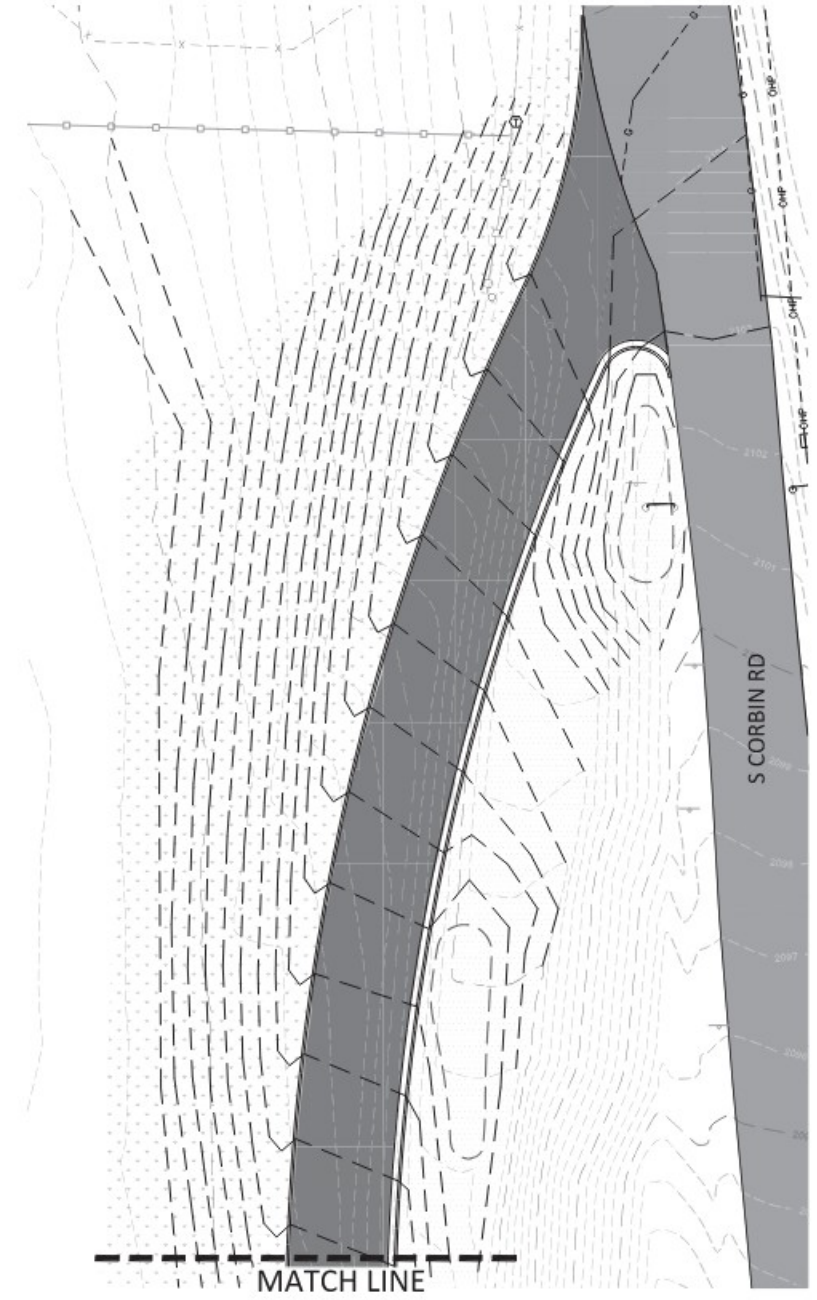
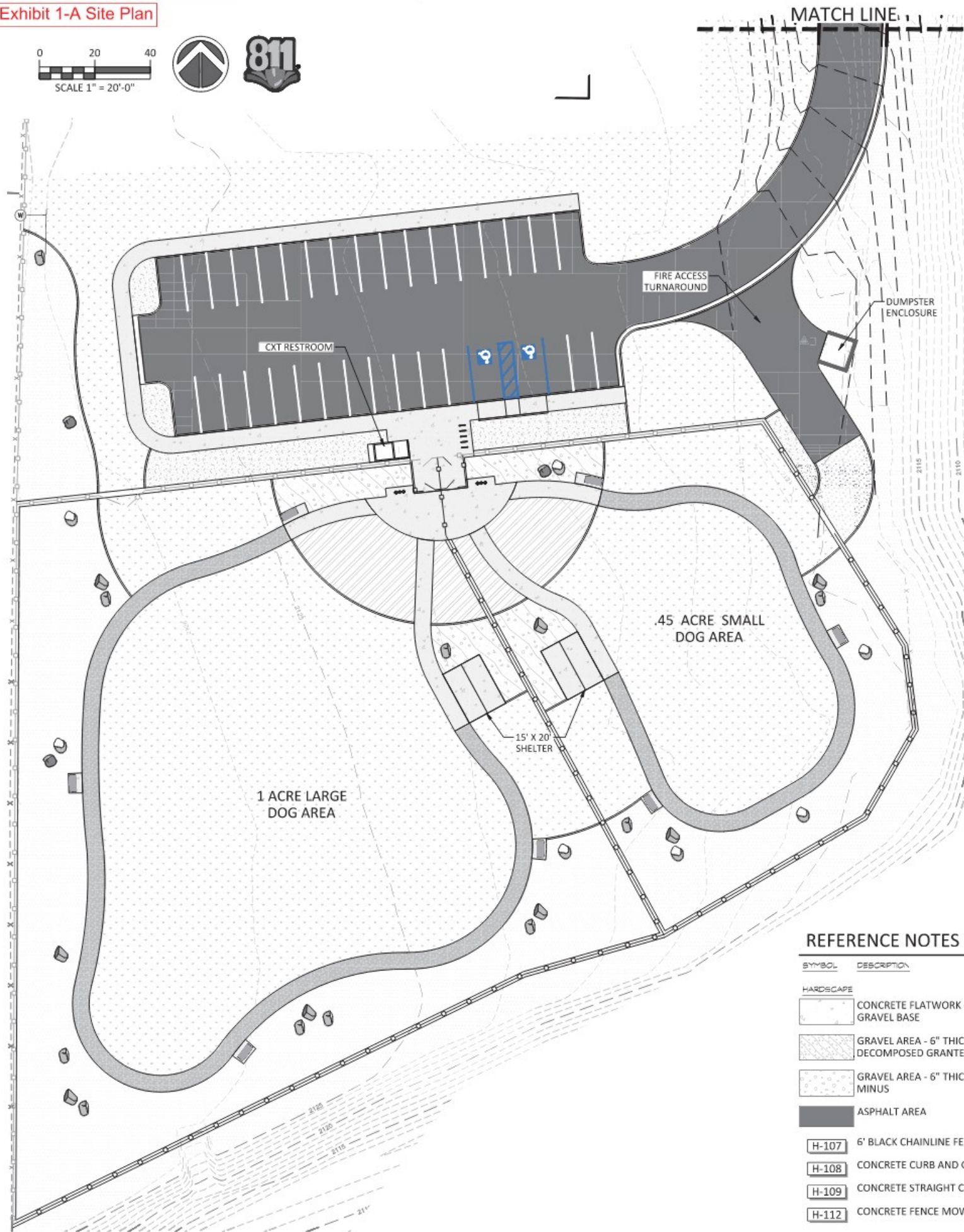
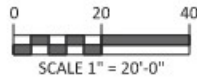
R&D: No

DISCIPLINE: Transportation

PROJECT DESCRIPTION(S):

1. Recreational Facility (R04)
2. Traffic/Transportation (T03)

Exhibit 1-A Site Plan



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
<b>HARDSCAPE</b>			
[Symbol]	CONCRETE FLATWORK - 4" THICK   4" COMPACTED GRAVEL BASE	5,980 SF	
[Symbol]	GRAVEL AREA - 6" THICK COMPACTED GRAVEL   DECOMPOSED GRANTE	2,122 SF	
[Symbol]	GRAVEL AREA - 6" THICK COMPACTED GRAVEL   5/8 MINUS	5,017 SF	
[Symbol]	ASPHALT AREA	21,248 SF	
[H-107]	6' BLACK CHAINLINE FENCE	756 LF	
[H-108]	CONCRETE CURB AND GUTTER	432 LF	
[H-109]	CONCRETE STRAIGHT CURB	943 LF	
[H-112]	CONCRETE FENCE MOW CURB - 24" WIDE   4" THICK	1,177 LF	

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
<b>LANDSCAPE</b>			
[Symbol]	PLANTING AREA - 1.5" BASALT CHIP MULCH   4" DEPTH   6" DEPTH TOPSOIL	2,105 SF	
[Symbol]	SYNTHETIC TURF LAWN AREA	2,584 SF	
[Symbol]	TURF LAWN AREA - HYDROSEED   4" DEPTH TOPSOIL	58,585 SF	
[Symbol]	NATIVE LAWN AREA - HYDROSEED	33,197 SF	
[L-108]	6 X 4 CONCRETE LANDSCAPE EDGING	328 LF	
[Symbol]	LARGE LANDSCAPE BOULDER - GRANITE   4' - 6' DIA	28	
<b>SITE AMENITIES</b>			
[Symbol]	BENCH - OWNER SUPPLIED	7	
[Symbol]	DRINKING FOUNTAIN	2	
[Symbol]	HOOP BIKE RACK	5	

CORBIN DOG PARK  
567 S CORBIN RD  
SITE PLAN

DATE: 01.30.26

REVISIONS
1.
2.
3.
4.
5.
6.
7.
8.

SHEET NAME:  
SITE PLAN  
DRAWN BY:  
CHECKED BY:  
SHEET:

1.0

SCALE: 1" = 20' - 0"

## **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: 3/3/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ross Junkin, Maintenance Manager  
**SUBJECT:** Replacement vehicle - Streets

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**ITEM AND RECOMMENDED ACTION:**

City staff requests that Council approve the purchase of (1) new F550 4x4 cab & chassis from Mike White Ford of CDA in the amount of \$58,138.00

**DISCUSSION:**

The new truck will replace the existing Streets S213 - 2008 F550 dump truck. The funding to replace it was approved as part of the FY26 budget. The replacement truck will not have a dump body as staff determined it is not needed for this vehicle, rather, it will have a flat bed which will be purchased separately. The existing 2008 F550 dump truck is (18) years old and has approximately 65k miles on the odometer. This odometer number is misleading however, as the truck also has 7,850 engine hours on it, which equates to roughly between 235k and 471k engine miles.

Medium-duty work trucks perform much of their work at idle or lower speeds than passenger vehicles or long-haul trucks. This means these vehicles will typically have lower driven miles but higher-than-normal engine hours (hours-per-mile). The calculation for converting engine hours to mileage is to multiply the engine hours by a number that ranges between 30 & 60 equivalent miles per engine hour (that number depends on how the vehicle was used: lower speeds tend to use a higher conversion number). This is where the mileage range of 235k-471k comes from.

Staff received three quotes from local vendors. Quotes for a replacement truck were: \$58,138.00, \$60,579.00, and \$73,046.67. The quote from Mike White Ford is the least expensive of the three quotes received.

Also of note: Department heads currently have a \$50K maximum purchasing authority. Any purchases, even those included specifically in the budget, above that dollar amount must be brought to council for approval. Inflation and other cost increases have driven many vehicle purchases above this threshold. As such, most of the vehicle replacements in the future will require staff to bring them before council for approval.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

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

\$58,138.00 -- Funds for this purchase will come out of the FY26 budget for vehicle and equipment replacement. The budget figure for this replacement was \$110,000 including the flatbed.

**BUDGET CODE:**

001-434.0000.90010

**ATTACHMENTS:**

1. F550 quote - Mike White FY26



**Preview Order M000 - F5H 4x4 Reg Chas Cab DRW : Order Summary** Time of Preview: 10/22/2025  
 08:50:29 Receipt: 10/22/2025

**Dealership Name :** Mike White Ford of Coeur d'Alene

**Sales Code :** F74447

<b>Dealer Rep.</b>	Michael Hedden	<b>Type</b>	Fleet	<b>Vehicle Line</b>	Superduty	<b>Order Code</b>	M000
<b>Customer Name</b>	City of post	<b>Priority Code</b>	M1	<b>Model Year</b>	2026	<b>Price Level</b>	630

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CHASSIS CAB DRW/169	\$59795	SNOW PLOW PREP PACKAGE	\$350
169 INCH WHEELBASE	\$0	TRAILER BRAKE CONTROLLER	\$300
TOTAL BASE VEHICLE	\$59795	CENTER HIGH MOUNT STOP LAMP	\$100
OXFORD WHITE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
VINYL 40/20/40 SEATS	\$0	250 AMP ALTERNATOR	\$0
MEDIUM DARK SLATE	\$0	PRICE CONCESSION INDICATOR	\$0
PREFERRED EQUIPMENT PKG.660A	\$0	REMARKS TRAILER	\$0
.XL TRIM	\$0	REAR VIEW CAMERA & PREP KIT	\$515
.AIR CONDITIONING -- CFC FREE	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
.AM/FM STEREO MP3/CLK	\$0	XL CHROME PACKAGE	\$425
.7.3L DEVCT NA PFI V8 ENGINE	\$0	.FOG LAMPS	\$0
10-SPEED AUTO TORQSHIFT	\$0	.REMOTE START SYSTEM	\$0
225/70R19.5G BSW MAX TRAC TIRE	\$215	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
4.88 RATIO LIMITED SLIP AXLE	\$395	SPECIAL FLEET ACCOUNT CREDIT	\$0
PAYLOAD PLUS PACKAGE UPGRADE 2	\$1155	FUEL CHARGE	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
19550# GVWR PACKAGE	\$0	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$2595
		<b>MSRP</b>	
TOTAL BASE AND OPTIONS			\$65845
DISCOUNTS			NA
TOTAL			\$65845

**AS OF 10/22/25 ORDER TO DELIVERY ETA IS 12+ WEEKS FOR SUPERDUTY.**

**PRICE FOR CITY OF POST FALLS \$58,138**

**Price includes GPC for City of Post Falls using FIN QC880.**

**I ACCEPT ALL OPTIONS AND PRICING FOR THIS VEHICLE AS CONFIGURED ON THIS BUILD SHEET. MY SIGNATURE FOR THIS ORDER SERVES AS CONFIRMATION OF MY INTENTION TO PURCHASE THIS VEHICLE WHEN IT ARRIVES.**

**X** \_\_\_\_\_

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 3/3/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Robert Palus, City Engineer  
**SUBJECT:** Painted Rock Subdivision Construction Improvement Agreement

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject subdivision.

**DISCUSSION:**

This Agreement reflects the construction phase of the Painted Rock 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 21-lot subdivision located at the northwest corner of N. McGuire Rd. and W. Midway Ave. The application was submitted by Ryno Land, 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 (water purveyor).

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

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

February 3, 2026 - Master Development Agreement (SUBD-25-3)

**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. Painted Rock 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 **Ryno Land, LLC** (hereinafter the "Developer"), enter into this Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, respecting the development of **Painted Rock Subdivision**, 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, **Ryan Olson**, 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  
Ryan Olson, Member  
Ryno Land, LLC  
16309 E. Marietta Ave  
Spokane Valley, WA 99216

CITY  
Randy Westlund, 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: \_\_\_\_\_  
Randy Westlund, 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

**DEVELOPER ACKNOWLEDGMENT**

STATE OF IDAHO )  
 :ss  
County of Kootenai )

On this \_\_\_ day of \_\_\_, 20\_\_\_, before me, a Notary for the state of Idaho, personally appeared \_\_\_\_\_, known, or identified to me to be the \_\_\_\_\_ of the \_\_\_\_\_ that executed this instrument, or the person who executed the instrument on behalf of said \_\_\_\_\_, and acknowledged to me that such \_\_\_\_\_ 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: \_\_\_\_\_

**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 **Randy Westlund** 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

**Painted Rock Subdivision**

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

ATTACHMENT "A"

PAINTED ROCK ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST 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:

The South half of Tract 63 and the South half of Tract 64, Plat 5, Greenacres Irrigation Districts, according to the plat thereof, recorded in Book B of Plats at Page 70, records of Kootenai County, Idaho;

Beginning at the East Quarter Corner of said Section 32 marked by a 2" aluminum cap marked "LS 9030" per CP&F number 2496959000, from which the Center Quarter Corner of said Section 32 marked by a 1" outside diameter pipe Per CP&F number 2188926000 bears North 88°17'17" West a distance of 2641.32 feet;

Thence along the South line of the Northeast 1/4 of said Section 32, North 88°17'17" West a distance of 660.22 feet;

Thence leaving said South line, North 00°35'21" East a distance of 20.00 feet to a #4 rebar with a yellow plastic cap marked "RLS 4182" located on the North Right of Way line of Midway Avenue and the **Point of Beginning of this legal description**;

Thence leaving said North Right of Way line North 00°35'21" East a distance of 320.40 feet to found #4 rebar with a destroyed yellow plastic cap and the Northwest corner of the South half of said Tract 63;

Thence South 88°17'38" East a distance of 635.27 feet along the North line of the South half of said Tracts 63 and 64 to a found #4 rebar with a yellow plastic cap marked "LS 772" and the Northeast corner of the South half of said Tract 64;

Thence along the West Right of Way Line of McGuire Road South 00°35'52" West a distance of 320.46 feet to the intersection with the North Right of Way line of Midway Avenue;

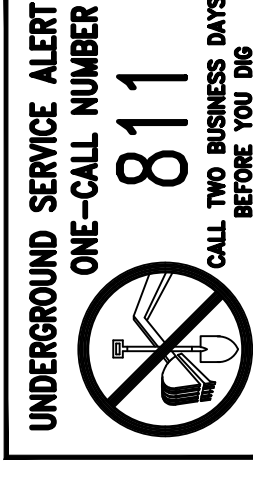
Thence along the North Right of Way line of Midway Avenue North 88°17'17" West a distance of 635.22 feet to the **Point of Beginning of this legal description**.

NE 1/4, SECTION 32, T. 51 N., R. 5 W., B.M.

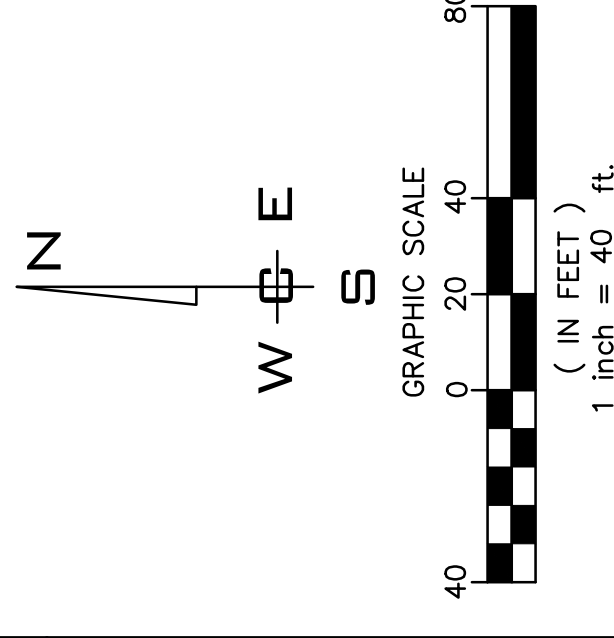
# PRELIMINARY PLAT

# PAINTED ROCK

LOCATED IN A PORTION OF THE  
SE 1/4, SEC 32, T 51 N, R 05 W, B.M.  
CITY OF POST FALLS, ID



SITE DATA	
PARCEL NUMBER	0296032063AB
ZONING	R-2 SINGLE FAMILY
DENSITY [MIN] [MAX]	1 11
ALLOWED DENSITY	4 51
PROJECT AREA	203,663.00 SF
NUMBER OF LOTS	21
NUMBER OF TRACTS	0
AREA OF LOTS	133,782.00 SF
AREA OF TRACTS	0.00 AC
AREA OF RIGHT OF WAY	69,881.00 SF
MIN LOT AREA	4,633.00 SF
MAX LOT AREA	11,565 SF
AVERAGE LOT AREA	6,370.5714 SF
SERVICE PROVIDERS	KOOTENAI COUNTY FIRE AND RESCUE EAST GREENACRES IRRIGATION DISTRICT CITY OF POST FALLS
FIRE DISTRICT	
WATER SERVICE	
SANITARY SEWER SERVICE	



**ENGINEER/CONTACT**  
WHIPPLE CONSULTING ENGINEERS  
1001 W. MAIN ST.  
SPOKANE VALLEY, WA 99206  
PHONE: 893-2617  
CONTACT: RAY KIMBALL, P.E.

**SURVEYOR**  
WHIPPLE CONSULTING ENGINEERS  
1001 W. MAIN ST.  
SPOKANE VALLEY, WA 99206  
PHONE: 893-2617  
CONTACT: RAY KIMBALL, P.L.S.

**OWNER/DEVELOPER**  
RYNO LAND LLC  
16309 E. MARETTA AVE  
SPOKANE VALLEY, WA 99216  
PHONE: 509.241.3555  
CONTACT: SCOTT KRAJACK

City of Post Falls  
Approval

Approved By:

City Engineer Date

**SHEET**  
PP1  
**JOB NUMBER**  
24-3892

**PAINTED ROCK SUBDIVISION**  
**PRELIMINARY PLAT**  
**MIDWAY AVE**  
**POST FALLS, ID**



PROJ #:	24-3892
DATE:	09/05/28
DRAWN:	XXX
REVIEWED:	XXX

<b>SCALE:</b>	
HORIZONTAL:	1" = 1'
VERTICAL:	1" = 1'

NO.	DATE	BY	REVISIONS

NAVJ - 88  
2" ALUMINUM CAP LOCATED AT THE  
INTERSECTION OF 16TH AVE AND  
SYRINGA  
NAVJ888 ELEV=2198.11

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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

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

ATTACHMENT "B"

ATTACHMENT "C"  
COST ESTIMATES  
FOR

**Painted Rock Subdivision**

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: **\$ 668,045.15**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 147,270.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 18,000.00**
5. Total cost of improvements: **\$ 833,315.15**
6. Warranty amount: **\$ 62,498.64**

ATTACHMENT "C"

ATTACHMENT "C-1"  
DETAILED COST ESTIMATES  
FOR

**Painted Rock Subdivision**

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

**PAINTED ROCK CIA- SURETY ESTIMATE**

Scope of Work:

Description	Quan	Unit	Unit Price	Ext Price
MOBILIZATION	1	LS	\$21,000.00	\$21,000.00
STRIP ROW TO STOCKPILE	1	LS	\$18,000.00	\$18,000.00
CONNECT TO EXIST SEWER	1	EA	\$1,480.00	\$1,480.00
48" SEWER MANHOLE	4	EA	\$4,875.00	\$19,500.00
8" SEWER MAIN	802	LF	\$54.80	\$43,949.60
4" SEWER SERVICES	21	EA	\$1,335.00	\$28,035.00
CONNECT TO EXIST WATER	1	EA	\$2,920.00	\$2,920.00
8" WATER MAIN PVC	830	LF	\$61.00	\$50,630.00
1" WATER SERVICES	21	EA	\$3,600.00	\$75,600.00
BLOW OFF	2	EA	\$4,360.00	\$8,720.00
FIRE HYDRANTS	1	EA	\$9,400.00	\$9,400.00
SINGLE DRYWELLS	5	EA	\$3,472.00	\$17,360.00
SWALES & GREENSPACES INCL 4" TOPSOIL	1	LS	\$25,500.00	\$25,500.00
EXC TO EMBANK INCL IMPORT	1	LS	\$33,000.00	\$33,000.00
SUBGRADE ROAD	1	LS	\$6,200.00	\$6,200.00
ROLLED CURB	1,438	LF	\$24.50	\$35,231.00
CURB AND GUTTER	922	LF	\$26.90	\$24,801.80
SCUPPERS	39	EA	\$175.00	\$6,825.00
4" SIDEWALKS	7,980	SF	\$7.30	\$58,254.00
6" SIDEWALKS	1,985	SF	\$9.05	\$17,964.25
PED RAMPS	13	EA	\$2,360.00	\$30,680.00
CONCRETE APPROACHES	3570	SF	\$9.05	\$32,308.50
MAILBOX PAD	1	EA	\$1,075.00	\$1,075.00
2/4" PAVING	2,514	SY	\$23.00	\$57,822.00
4/4" PAVE WIDENING	1,047	SY	\$51.50	\$53,920.50
3/4" PAVE WIDENING	435	SY	\$39.50	\$17,182.50
2/4" PATHWAY PAVING	327	SY	\$40.00	\$13,080.00
FIRE TRUCK TURN AROUND	940	SF	\$9.15	\$8,601.00
PAVED APPROACH	105	SY	\$70.00	\$7,350.00
UTILITY TRENCHING	2,010	LF	\$10.50	\$21,105.00
SIGNS & STRIPING	1	LS	\$42,400.00	\$42,400.00
CONSTRUCTION ENTRANCE	1	EA	\$2,320.00	\$2,320.00
INLET PROTECTION	5	EA	\$135.00	\$675.00
TRAFFIC CONTROL	1	LS	\$8,600.00	\$8,600.00
IRRIGATION SLEEVES	250	LF	\$10.50	\$2,625.00
DEMO A/C, SEPTIC & RELOCATE MAILBOX	1	LS	\$5,600.00	\$5,600.00
STREET LIGHTS	7	EA	\$800.00	\$5,600.00
STREET TREES	30	EA	\$600.00	\$18,000.00
<b>Grand Total:</b>				<b>\$833,315.15</b>

ATTACHMENT "D"  
EVIDENCE OF SURETY  
FOR

**Painted Rock Subdivision**

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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

CONSTRUCTION DRAWINGS

Plans Titled: **Painted Rock Subdivision**

Dated: **2/18/26**

By: **Ray Kimball, P.E.**

Sheets 1 through 17

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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

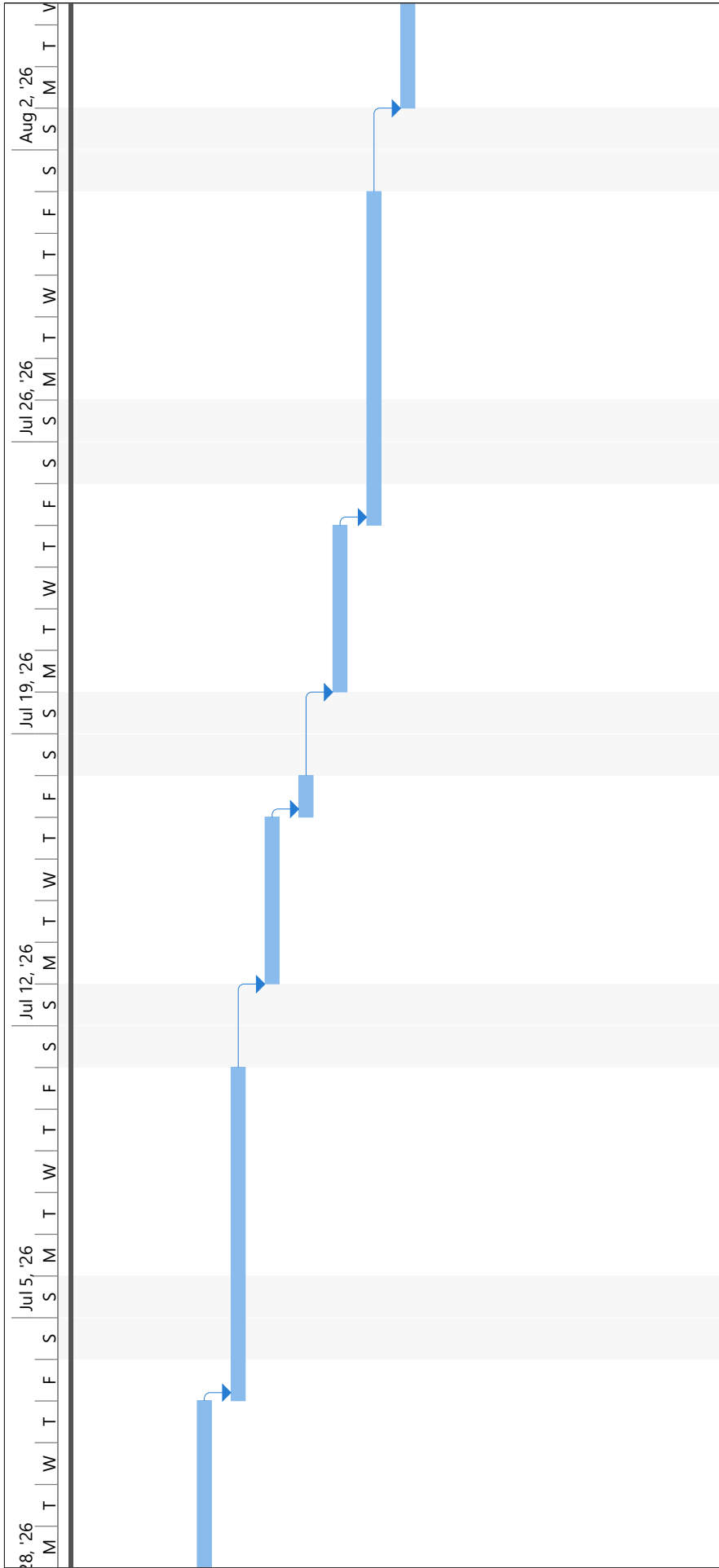
CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Mode	Task Name	Duration	Start	Finish	Jun 14, '26	S	M	T	W	T	F	S	Jun 21, '26	S	M	T	W	T	F	S	Jun 28, '26	S	M	T	W	T	F	S					
1		<b>PAINTED ROCK</b>	<b>63 days?</b>	<b>Mon 6/15/26</b>	<b>Wed 9/9/26</b>																													
2		Mobe	1 day	Mon 6/15/26	Mon 6/15/26																													
3		Clear & stp to stock pile	4 days	Tue 6/16/26	Fri 6/19/26																													
4		Ex to embank	9 days	Mon 6/22/26	Thu 7/2/26																													
5		sewer	6 days	Fri 7/3/26	Fri 7/10/26																													
6		water	4 days	Mon 7/13/26	Thu 7/16/26																													
7		dry wells	1 day?	Fri 7/17/26	Fri 7/17/26																													
8		utility x-ings	4 days	Mon 7/20/26	Thu 7/23/26																													
9		sidewalks	6 days	Fri 7/24/26	Fri 7/31/26																													
10		curbs	3 days	Mon 8/3/26	Wed 8/5/26																													
11		subgrade	2 days	Thu 8/6/26	Fri 8/7/26																													
12		base	3 days	Mon 8/10/26	Wed 8/12/26																													
13		pave	1 day?	Thu 8/13/26	Thu 8/13/26																													
14		approaches	5 days	Fri 8/14/26	Thu 8/20/26																													
15		dry utility main	10 days	Fri 8/21/26	Thu 9/3/26																													
16		swales and greenspace	7 days	Fri 8/21/26	Mon 8/31/26																													
17		signs and striping	2 days	Tue 9/1/26	Wed 9/2/26																													
18		misc clean up	5 days	Thu 9/3/26	Wed 9/9/26																													

Project: Painted rock prelim  
Date: Fri 1/23/26

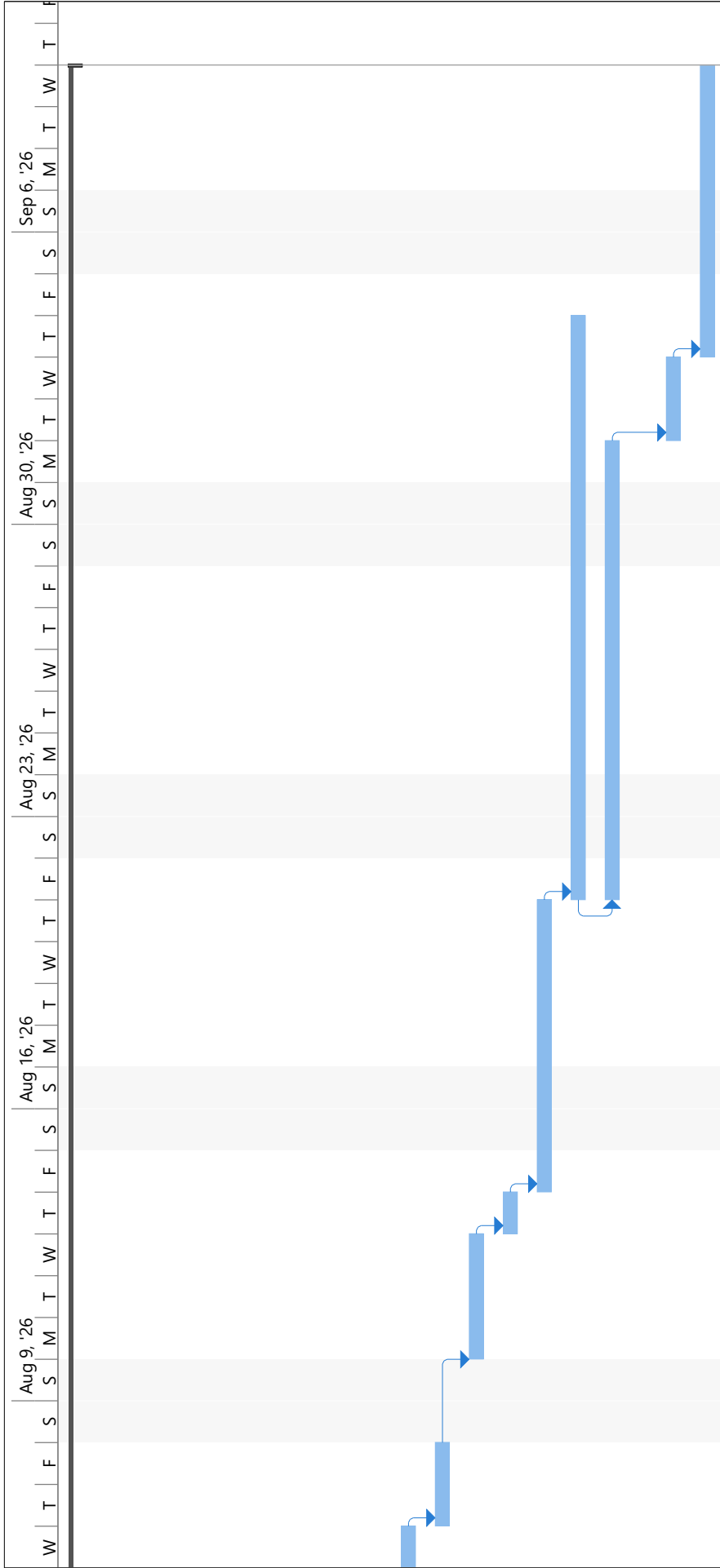
Task		External Tasks	
Split		External Milestone	
Milestone		Deadline	
Summary		Progress	
Project Summary		Manual Progress	
Inactive Task			
Inactive Milestone			
Inactive Summary			
Manual Task			
Duration-only			
Manual Summary Rollup			
Manual Summary			
Start-only			
Finish-only			



Project: Painted rock prelim  
Date: Fri 1/23/26

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Page 2



Project: Painted rock prelim  
Date: Fri 1/23/26

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

**ENGINEERING SERVICES FEE SUMMARY**

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

**21** Lots X \$350.00 = **\$ 7350.00**

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

**Ryno Land, 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 Utilities**

Street light type: **100 w Cobra Head**

4 lights X 12 months X **\$ 13.18** per month = **\$ 632.64**

Street light type: **100 w Town & Country**

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

**TOTAL = \$ 1107.12**

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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

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

Sanitary sewer cap fee of **\$ 7681.00** to connect **existing structures** to City sanitary sewer.

<u>  1  </u> (# of SF homes) x \$7,621.00	=	<b><u>\$ 7621.00</u></b>
_____ (# of Commercial service units) x \$7,621.00	=	\$ _____
<u>  1  </u> (# of structures connecting) x (Utility Deposit = \$60.00) =		<b><u>\$ 60.00</u></b>

**SEWER CAP FEES**

1 Wastewater Flow (5,000 Gallons)	\$7,621.00
-----------------------------------	------------

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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

  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"	= \$3,278.00 Residential	=	\$	_____
_____	x	1"	= \$5,463.00 Commercial	=	\$	_____
_____	x	1-1/2"	= \$10,925.00	=	\$	_____
_____	x	2"	= \$17,479.00	=	\$	_____

**Meter Fees**

_____	x	3/4"	= \$ 374.34	=	\$	_____
_____	x	1"	= \$ 471.67	=	\$	_____
_____	x	1-1/2"	= \$ 898.43 (irrigation)	=	\$	_____
_____	x	2"	= \$ 1,459.94 (flow meter for irrigation only)	=	\$	_____
_____	x	2"	= \$ 3,294.23 (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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

**ENGINEER OF RECORD DECLARATION:**

The Engineer of Record for the project is established as:

**ENGINEER NAME: Ray Kimball, P.E.**

**ENGINEERING FIRM: Whipple Consulting Engineers**

**ADDRESS: 21 S. Pines Rd.**

**CITY: Spokane Valley      STATE: WA      ZIP: 99216**

**PHONE NO.: 509-893-2617**

**E-MAIL ADDRESS: [rkimball@whipplece.com](mailto:rkimball@whipplece.com)**

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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

**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

**Ryno Land, LLC**

FOR

**Painted Rock Subdivision**

**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

**Ryno Land, 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.



## PAINTED ROCK SUBDIVISION LOCATION

**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARINGS  
MEETING DATE: 3/3/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Justin Sauder, Associate Planner  
**SUBJECT:** Prairie Medical Zone Change (ZC-25-2)

---

**ITEM AND RECOMMENDED ACTION:**

This item is a quasi-judicial public hearing on a request to rezone an approximately 30.88 acre parcel located at the southeast corner of West Prairie Avenue and Highway 41 from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning. Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the adopted zone change criteria have been met.

**DISCUSSION:**

The applicant, OAC Service, is requesting the City Council rezone its approximately 30.88-acre site from Community Commercial Services (CCS) to Community Commercial Mixed (CCM). The zone change review criteria are listed below. Because this is a quasi-judicial hearing, the City Council can only consider whether these criteria have been met based only on the evidence received during the hearing process:

Criteria:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. 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?

The attached staff report provides an analysis of the above criteria including zoning and uses in the surrounding area, the Comprehensive Plan's future land use map designation for this area and other relevant Comprehensive Plan policies, and the transportation network in the area.

Next Steps:

After the hearing, staff will draft a final written decision based on the council's motion to approve or deny. The final decision will be returned to council, along with the zone change ordinance and the development agreement (if applicable), for review and approval. If changes are requested to a development agreement during the hearing, staff will direct the applicant to finalize those changes, and will return that agreement, along with the zone change ordinance under Municipal Code Section 18.20.090. The applicant has up to 1 year to return the signed documents to the city.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

On February 10, 2026, the Planning and Zoning Commission recommended that the City Council approve the proposed zone change from Community Commercial Services (CCS) to Community Commercial Mixed (CCM).

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

N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. Prairie Medical Zone Change Staff Report (ZC-25-2)
2. Exhibit PA-6 DEQ Comments\_Prairie Medical ZC-25-2
3. Prairie Medical Zone Change CC Presentation

**CITY OF POST FALLS  
STAFF REPORT**

---

**DATE:** February 13, 2026  
**TO:** POST FALLS CITY COUNCIL  
**FROM:** JUSTIN SAUDER, ASSOCIATE PLANNER • [jsauder@postfalls.gov](mailto:jsauder@postfalls.gov) / 208-457-3336  
**SUBJECT:** STAFF REPORT FOR THE MARCH 3, 2026, CITY COUNCIL  
PRAIRIE MEDICAL ZONE CHANGE ZC-25-2

---

**INTRODUCTION:**

OAC Service, Inc., on behalf of Kootenai Health, representing North Idaho Healthcare Holdings, LLC, is requesting approval to rezone approximately 30.88-acres from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) per Exhibit A-2. The City Council must conduct a public hearing and review the proposed zoning as part of the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. 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?

The Planning and Zoning Commission forwarded a recommendation of CCM on February 10, 2026.

**PROJECT INFORMATION:**

**Project Name / File Number:** Prairie Medical Zone Change File No. ZC-25-2

**Owners:** Kootenai Health

**Applicant:** OAC Services

**Project Description:** Rezone approximately 30.88-acres from CCS to CCM.

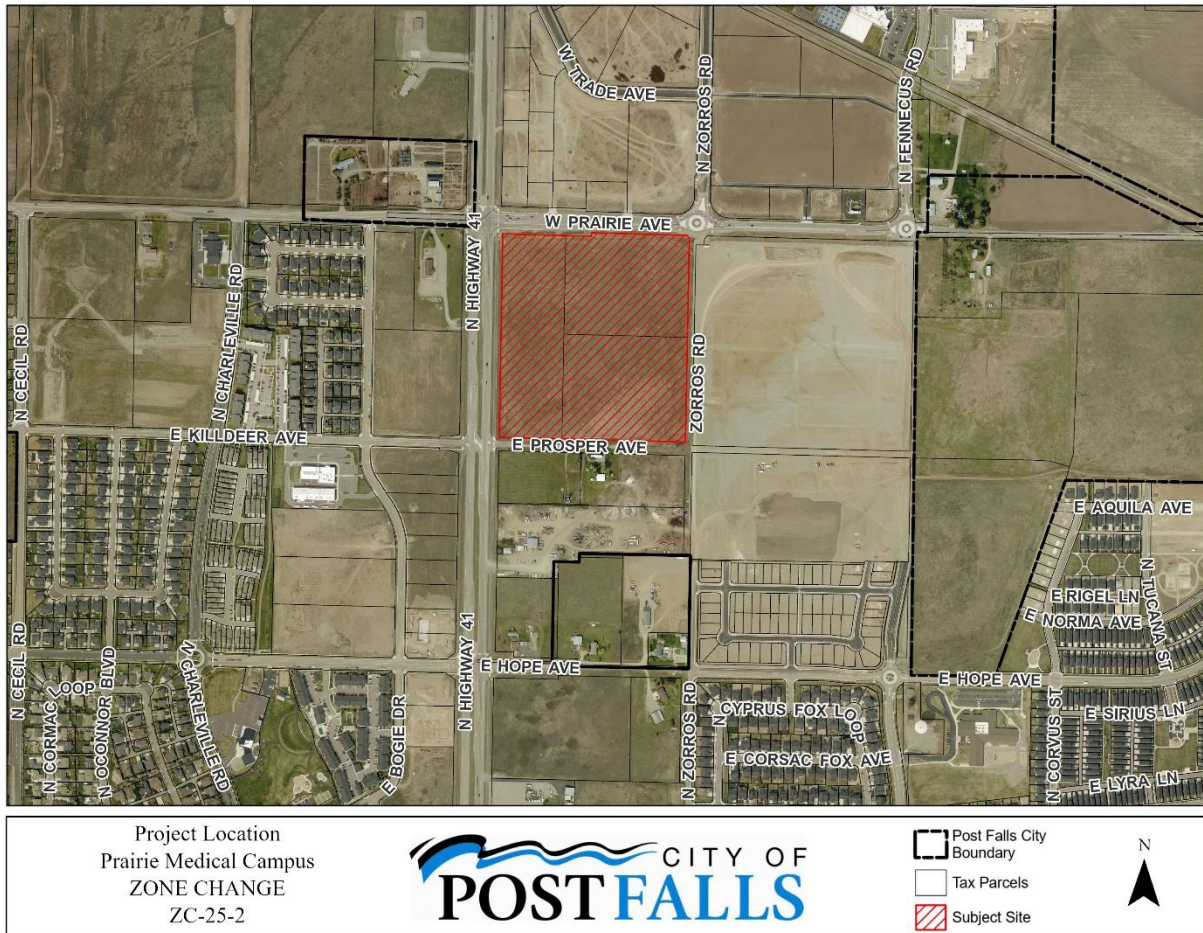
**Project Location:** The properties are generally located on the southeast corner of West Prairie Avenue and Highway 41.

**AREA CONTEXT (proposed site hatched red below):**

**Surrounding Land Uses:** The subject site consists of three parcels that are currently vacant. The land to the north across West Prairie Avenue is currently mainly vacant as well. However, the site is being developed with commercial uses in the Prairie Crossing development. A single-family subdivision is being

constructed to the east as part of the Foxtail subdivision. Directly to the south is a single-family home and to the west across Highway 41 is a church and vacant land.

**Area Context Vicinity Map:**



**EVALUATION OF ZONING APPROVAL CRITERIA:**

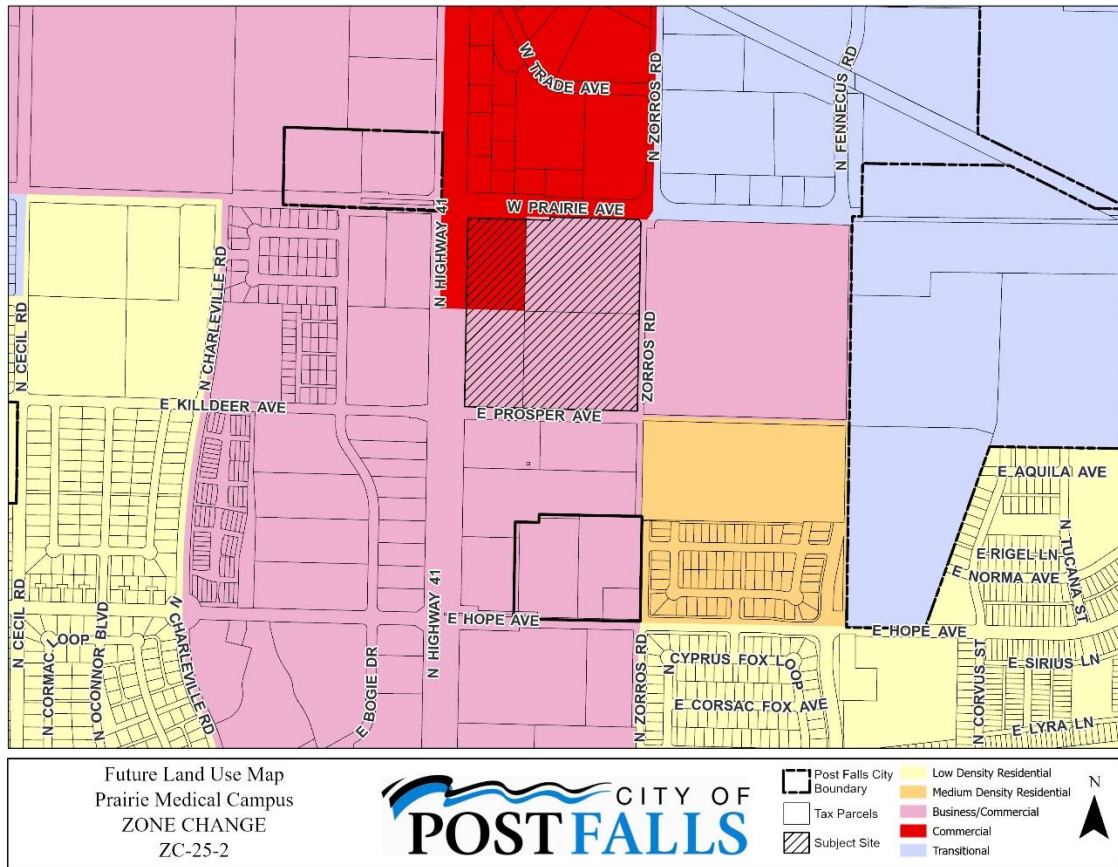
The following section provides the staff analysis pertaining to the application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria provides the framework for decision making for the Planning Commission and City Council.

**ZONE CHANGE REVIEW CRITERIA**

- 1. 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 Future Land Use Map classifies this property with the land use designations of both **Business/Commercial** and **Commercial**. The majority of the site is within the Business/Commercial land use designation while the northwest corner of the project site is within the Commercial land use designation (See Following Image). Both the land use designations provide for a wide variety of general service, retail, professional office, light industrial, artisan manufacturing and mixed-uses that serve local and regional residents as well as the traveling

public. The Commercial land use designation generally applies to regional and community shopping centers and professional office developments located along major arterial streets. The **CCM** zone is an implementing zoning district for both land use designations. The properties to the south, west, and east are all within the Business/Commercial land use designation and the property to the north is within the Commercial land use designation.



The proposed zone change is located within the 41 North Focus Area, which states the following:

The Highway 41 corridor promises to rival Seltice in terms of importance as a retail, mixed-use residential, and services district. The 2016 Highway 41 Corridor Master Plan calls for the creation of "collector" and "backage roads" parallel to 41 to aid the corridor's suitability for mixed-use development. These, the plan envisions, will allow regional retail, residential and service uses to coexist, reducing reliance on large parking lots with direct access to highway lanes and easing the transition between the highway and lower-intensity residential development expected to occur to the east and west. Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. Post Falls recently annexed additional lands for a planned technology park to be located near the northwest corner of Highway 41 and Prairie Avenue. This feature is expected to help diversify land uses and boost demand for commercial services. This area should focus provisions for commercial uses along arterial/collector streets where traffic volumes exceed 4,000 vehicles per day.

Staff Comment: The applicant intends to develop the 30-acre site in multiple phases with the Prairie Medical Campus. The medical campus would include a hospital with a bed tower that is planned to be taller than the maximum allowable height of 45 feet within the CCS zone. The requested zone change to CCM would allow the hospital bed tower to exceed 45 feet, up to a maximum of 105 feet.

The requested zone change is consistent with the Future Land Use Map because there are other properties within the immediate vicinity and adjacent to the subject site that are within the Business/Commercial and Commercial Future Land Use Designations. The applicant is requesting to rezone the subject property from CCS to CCM, and both zones are implementing zone districts per the focus area. The CCM zone should be applied in areas primarily located near arterial and collector streets to support commercial, residential, professional office, and civic uses that support an accessible work, live, and shop environment. This zone targets high-traffic corridors with existing infrastructure such as Highway 41 and Prairie Avenue to facilitate large-scale development such as a medical campus. Traffic volumes adjoining the site exceed 4,000 vehicles per day with SH41 averaging 22,000 vehicles per day (2024 – ITD) and Prairie Avenue averaging 14,000 vehicles per day (2024-ITD)

The 41 North focus area also seeks to provide regional uses along major transit corridors such as Highway 41. The future Prairie Medical campus would support the residents in the immediate vicinity as well as on a regional scale for the entire City due to its location on Highway 41 and being adjacent to Prairie Avenue, an identified critical arterial corridor by the Kootenai Metropolitan Planning Organization (KMPO).

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

Goals and Policies (listed by policy number) that may be relevant to this zone change request are shown below, followed by staff comments. The following goals may or may not assist with this zone change request.

**Goal 1:** Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. The zone change may contribute to a resilient economy in Post Falls by providing the opportunity for a new employment center to be developed. Hospitals create a variety of employment opportunities that contribute to the economic diversity and long-term prosperity of the City and may attract related business such as medical suppliers, pharmacies, and wellness services, boosting the local economy. A medical campus may also attract additional residential development and growth of nearby commercial areas. Furthermore, the commercial and medical uses along Highway 41 will require diverse residential developments nearby to complement their developments to sustain this goal.

**Goal 2:** Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.

This goal anchors the need for the City of Post Falls to consider the long-term cost implications and benefits of choices including land use, transportation investments, parks and recreational services, as well as other types of infrastructure – maintaining efficiency and accountability for the community it serves. It may benefit the city to rezone the subject site CCM because it would allow the development of a hospital, which is an essential community service. Development of a hospital would also enhance emergency response capabilities and reduce travel time for residents seeking medical services.

**Goal 7:** Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.

The requested zone change would support community needs and the City’s long-term sustainability by allowing for the development of a medical campus and hospital is considered a community need as an essential service. The zone change may also contribute to the long-term sustainability of the City by providing the opportunity for a use that would be a major benefit to the City as it continues to grow.

The following policies may or may not assist with this zone change request.

**Policy 1:** Support land use patterns that:

- Maintain or enhance community levels of service.

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community.

Staff Comment: The zone change may contribute to the long-term fiscal health of the community by providing an opportunity for a new employment center, as well as additional related businesses. In addition, expanding the employment base in Post Falls may also attract additional growth as businesses are attracted to areas with an educated, skilled, and available workforce.

- Maintain and enhance resident quality of life.

Staff Comment: The zone change may enhance the quality of life for residents by providing an area that can be developed with a medical campus that would give residents access to a variety of medical services

- Promote compatible, well-designed development.

Staff Comment: Development will be required to meet City design standards.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts, sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to comply with the relevant agreements, city processes and land use action proposals.

**Policy 2:** Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: The site is currently vacant but with the zone change is intended to be developed as a medical campus. The site is adjacent to properties within the Business/Commercial and Commercial land use designations which is consistent with the requested CCM zone. The request of CCM zoning would also be compatible with the surrounding properties because the site is adjacent to property that is zoned CCS to the north, south, and west, and CCM to the west and to the northeast. There are also medical uses currently being constructed to the northeast of the subject site. As such, the proposed zone and the intended uses on site would be compatible with surrounding land uses. Furthermore, the residential community to the east will be separated by Zorros Road, additionally these residences would be in close proximity to an essential service.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located at the intersection of Prosper Ave and SH 41. Sewer flow from this site would discharge to the 12<sup>th</sup> Avenue Lift Station, which has current capacity to service the site at the requested zoning. The City has started and is continuing the implementation of the 12<sup>th</sup> Avenue Force Main project that is necessary to meet long term sewer needs in the 12<sup>th</sup> Avenue Lift Stations Service Area. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service, and the City is willing to serve to the property at the requested density.

Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

The Site is within the Ross Point Water District.

- Existing and future traffic patterns.

Staff Comment: The property's is located at the southeast corner of SH 41 and Prairie Avenue. With future development it will be bounded by Zorros Road to the east and Prosper Avenue to the south.

Prairie Avenue and SH41 are classified as a Principal Arterial Roadways and Critical Arterial Corridors. Prairie Avenue will be widening to the full paved width in 2026 or 2027 with the Post Falls Highway Districts Prairie Avenue Widening Project. Prosper Avenue and Zorros Road are classified as Minor Collector roadways. When fully constructed, the adjoining roadways will have the capacity to accommodate projected traffic volumes for the surrounding land uses.

Current traffic volumes: SH41 averages 22,000 vehicles per day (2024 – ITD) and Prairie Avenue averages 14,000 vehicles per day (2024-ITD). Prairie Ave. is within design standards for traffic volume and is operating within acceptable Levels of Service (2023 transportation Modeling)

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this embedded within the analysis of the staff report.

**Policy 8:** Encourage compatible infill development and redevelopment of under-utilized properties within City limits.

Staff Comment: This site may be considered infill development as the area to the south and west across Highway 41 is already developed, and the areas to the north, east and northeast are all currently being developed. The CCM zone and the medical campus would be compatible with the commercial uses being developed to the north and the medical uses being developed to the northeast.

**Policy 24:** Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: The zone change may allow the site to be developed more expeditiously, which would assist in securing rights-of-way for adjacent street improvements to be developed along Prairie Avenue, Zorros Road and Prosper Avenue.

**Policy 26:** Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: The zone change may allow the site to be developed which would include improvements such as side walks and trails to improve pedestrian connectivity in the area.

**Policy 27:** Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Staff Comment: This policy is addressed in the staff comments for Policy 24 and Policy 26.

**Policy 71:** Promote the planting and protection of trees citywide, helping.

Staff Comment: Frontage improvements associated with future development, including the planting of street trees and adequate irrigation, are required. Policy 71 may be met through these plans as existing trees are assessed and any new proposed trees to help identify the below bulleted items.

- Beautify and enhance community value.
- Provide shade and comfort.
- Affirm the city's association with the outdoors and its historic origins.
- Provide wildlife habitat.

**Policy 84:** Expand the number of local living-wage jobs, enabling more residents to live and work in Post Falls.

Staff Comment: The proposed zone change may expand the number of local living-

wage jobs by providing a new employment center with living-wage jobs at the 30-acre medical campus.

**Policy 86:** With the local businesses community, work to enhance, sustain and diversify the local economic base by:

- Supporting opportunities related to business “campus” and mixed-use models.
- Attracting new businesses and clean industry.

Staff Comment: The zone change would allow for the opportunity to expand medical services and jobs within a medical campus at the project site.

**3. 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 Comment: There have been no identified “Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city” at this time.

**Agencies Notified:**

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	Coeur d’Alene Press
Post Falls School District	Post Falls Highway District	Utilities (W/WW)
Kootenai Electric	Kootenai County Fire	Department of Environmental Quality
Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District
KMPO	Kootenai County Planning	Yellowstone Pipeline Co.
Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom
Ziply Fiber	Spectrum	Coeur d’Alene Garbage
Union Pacific Railroad		

**PLANNING AND ZONING PUBLIC AGENCY COMMENTS:**

- Exhibit PA-1 Post Falls School District – Remains Neutral
- Exhibit PA-2 Kootenai County Fire and Rescue – Will coordinate at the time of development
- Exhibit PA-3 Post Falls Highway District – No comments
- Exhibit PA-4 Urban Renewal Comment – Letter of Support
- Exhibit PA-5 Phillips 66 – No Infrastructure in the Vicinity

**PUBLIC PROCESS:** On February 10, 2026, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Community Commercial Mixed (CCM) as part of requested Zone Change. The Planning and Zoning Commissions Zoning Recommendation includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change.

Notice of the proposed annexation were mailed to property owners within 300 feet of the proposed project on February 11, 2026, and sent to appropriate jurisdictions and published in the Coeur d'Alene Press on February 13, 2026. The property will be posted by February 20, 2026.

**MOTION OPTIONS:** The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to rezone the proposed 30.88-acres from CCS to CCM and if the adopted zone change criteria have been met for the zoning designation of Community Commercial Mixed (CCM). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

**FINDINGS & CONCLUSIONS:** The City Council should adopt Findings and Conclusions when forming a reasoned decision. The Council may adopt additional conditions from review of the application or from discussion at the City Council meeting.

**ATTACHMENTS:**

**Applicant Exhibits:**

Exhibit A-1	Zone Change Application
Exhibit A-2	Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Authorization Letter

**Staff Exhibits:**

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	P&Z Minutes
Exhibit S-5	P&Z Zoning Recommendation
Exhibit S-6	Development Agreement

**Planning and Zoning Commission Agency Testimony:**

Exhibit PA-1	Post Falls School District – Remains Neutral
Exhibit PA-2	Kootenai County Fire and Rescue – Will coordinate at the time of development
Exhibit PA-3	Post Falls Highway District – No comments
Exhibit PA-4	Urban Renewal Comment – Letter of Support
Exhibit PA-5	Phillips 66 – No Infrastructure in the Vicinity



**Record No: ZC-25-2**

Zone Change (Map Amendment)

Status: Active

Submitted On: 10/3/2025

**Applicant**

Derek Rae

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Applicant Information**

**Applicant Type\***

Agent

**Applicant Name\***

Derek Rae

**Phone\***

4 [Redacted]

**Email\***

[Redacted]

**Address\***

[Redacted]

**City, State & Zip Code**

[Redacted]

**Owner Information**

**Name\***

Collin Furukawa

**Company**

Kootenai Health

**Phone\***

[Redacted]

**Email\***

[Redacted]

**Address\***

[Redacted]

**City, State & Zip Code**

[Redacted]

# Amendment Information

## New Field

### Description of Project/Reason for Request\*

Would like to modify existing CCS - Community Commercial Services zoning to CCM - Community Commercial Mixed zoning for three parcels boarding W. Prairie Ave. and HWY 41 to allow for future Kootenai Health hospital patient tower.

### Tax Parcel Number

TAX#21339 EX RW IN TR 8, TAX#21341 EX RW IN TR 9, TAX#21338 EX RW IN TRS 7 & 8, TAX#21340 EX RW IN TRS 9 & 10 BLK 30 PF TECH URD 2018 3051N04W

### Existing Zoning

Community Commercial Services

### Adjacent Zoning

CCM - Community Commercial Mixed, CCS - Community Commercial Services, and R-1 - Single-Family Residential

### Current Land Use

Commercial/Industrial

### Adjacent Land Use

Commercial/Industrial and Rural Land/Home Site

### Proposed Zone\*

CCM

## Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing. \*

✓ Derek Rae  
Aug 8, 2025

I (We) the undersigned do hereby make petition for a modification of the zoning classification contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer. \*

✓ Derek Rae  
Aug 8, 2025

Written Narrative –

OAC Services, Inc. has prepared this document on behalf of the owners, North Idaho Healthcare Holdings, LLC (the applicant), a joint venture of Kootenai Health and MultiCare Health System. The applicant is proposing a zoning change from Community Commercial Services (CCS) to Community Commercial Mixed (CCM). The site is comprised of four parcels totaling 30.88-acres that consist primarily of pastureland.

1. The requested zone change is compatible with the comprehensive plan future land use map designation of commercial and surrounding areas.
  - The rezone would allow for future hospital bed tower development by increasing maximum building height from 45 feet to 105 feet and align the zoning with property directly east and north of these parcels.
  - CCM zoning supports combined commercial, residential, and civic developments for integrated community growth. Making hospitals and medical campuses a natural fit.
  - CCM zoning targets high-traffic corridors with existing infrastructure to facilitate large-scale development. Encouraging a live, work, and shop environment. High traffic corridors like Highway 41 and Prairie Avenue are ideal for hospital development due to visibility, access, and infrastructure capacity.
  - A development agreement will ensure land use aligns with city goals and infrastructure capabilities in a CCM zone.
  - The zoning framework promotes diverse uses that contribute to a vibrant and functional urban environment.

2. The proposed zoning district is consistent with the following goals and policies contained in the currently adopted Post Falls Comprehensive Plan:

**G-01: Grow and sustain a balanced, resilient economy**

- **Economic Diversity and Job Creation**  
Hospitals create varied employment opportunities that contribute to economic diversity and long-term community prosperity.
- **Attracting Complementary Businesses**  
Hospitals attract related businesses such as medical suppliers, pharmacies, and wellness services, boosting local economy.
- **Stimulating Residential and Commercial Growth**  
Hospital presence enhances area appeal, driving residential development and growth of nearby commercial zones.

**G-02: Maintain and improve high-quality, affordable and efficient community services**

- **Critical Healthcare Infrastructure**

Hospitals provide essential community services and are vital for delivering public healthcare efficiently and effectively.

- **Improved Emergency Response**

Hospital development enhances emergency response capabilities and reduces travel times for residents seeking urgent care.

- **Integrated Service Delivery**

Efficient service delivery is supported by integrating hospitals with transportation and utility networks in the community.

- **Sustainable Healthcare Planning**

Planning considers long-term costs and benefits to ensure healthcare services remain affordable, accessible, and sustainable.

**G-06: Improve transportation network in concert with need and plan objectives**

- **Robust Hospital Accessibility**

Effective transportation infrastructure ensures patients, staff, and emergency vehicles have timely access to the hospital.

- **Multimodal Transportation Options**

Incorporating public transit, bike lanes, and pedestrian pathways supports diverse travel needs around the hospital.

- **Planned Infrastructure Improvements**

Upgrades such as backage roads and arterial expansions reduce congestion and improve connectivity near hospital location.

- **Alignment with City Objectives**

Transportation plans support safe mobility, land use, and economic development aligning with city goals.

**G-07: Plan for land uses supporting community needs and sustainability**

- **Community Needs and Sustainability**

Land use planning prioritizes community health and wellness while promoting long-term sustainability.

- **Hospital as Vital Facility**

Hospitals are key public facilities essential for supporting community health within urban areas.

- **Strategic Location Planning**

The micro-hospital and future full-service hospital will provide timely, high-quality care to residents of Post Falls and beyond. Development at Highway 41 and West Prairie Ave is placed in a mixed-use district for commercial and residential growth.

- **Growth and Service Integration**

The goal supports thoughtful expansion by integrating essential services into the city's growth strategy.

### **G-12: Maintain long-term fiscal health**

- **Economic Benefits of Hospitals**

Hospitals boost local economies by creating jobs and attracting related businesses, enhancing community revenue.

- **Balanced Development Strategy**

Balancing costs and revenues ensures public investments yield sustainable, long-term fiscal benefits for communities.

- **Healthcare and Productivity**

Providing essential healthcare reduces emergency burdens and supports a healthier, productive population.

- **Strategic Location Impact**

Locating hospitals near growing development areas amplifies economic impact and supports city fiscal health goals.

### **G-13: Maintain, update, coordinate and implement policy and regulatory documents**

- **Community Commercial Mixed**

Updating the zoning from Community Commercial Services to Community Commercial Mixed accommodates future hospital bed tower development and prepares infrastructure for increased demand.

- **Policy Alignment**

Aligning development projects with current policies ensures consistency and supports sustainable growth.

- **Proactive Planning**

Proactive planning and implementation support community growth and resilience through strategic development.

#### **P-01: Support Land Use Patterns**

- **Supporting Community Services**  
The policy highlights land use that enhances community service levels and improves quality of life.
- **Promoting Fiscal Health**  
Encourages development that fosters long-term fiscal health through sustainable land use planning.
- **Compatible and Well-Designed Development**  
Supports developments like hospitals that are compatible and contribute to strategic growth corridors.

#### **P-04: Pedestrian-Oriented, Mixed-Use Development Along ID-41**

- **Hospital as Civic Anchor**  
The hospital serves as a civic anchor supporting surrounding residential and commercial development along the corridor.
- **Enhanced Walkability and Access**  
The hospital location enhances walkability and pedestrian access to essential healthcare services.
- **Support for City Goals**  
Supports city goals for vibrant, integrated, and accessible community spaces along ID-41.

#### **P-13: Coordination in Area of City Impact**

- **Strategic Development Coordination**  
Ensures the hospital development aligns with service providers to support coordinated growth in the Area of City Impact.
- **Integration with Infrastructure**  
Hospital development is integrated with utilities, transportation, and emergency services to maintain efficient service delivery.

#### **P-22: Multi-Modal Traffic Flow**

- **Hospital Accessibility**  
The hospital site at Highway 41 and West Prairie Avenue is accessible by all transportation modes to serve the community effectively.
- **Supporting City Mobility Goals**  
The policy aligns with city goals to enhance walkability with development near residential areas, improving transit access, and reduce transportation barriers to healthcare access.

## **P-45: Guide Annexation and Infrastructure Planning**

- **Master Plans for Infrastructure**

Reinforces Post Falls master plan for water, sewer, transportation, parks, schools, and emergency services.

- **Hospital Development Compatibility**

Hospital projects must align with master plans and demonstrate compatibility with annexation and zoning policies.

- **Strategic Growth and Public Services**

Ensures strategic growth by coordinating developments with existing and future infrastructure investments and public services.

3. The proposed change from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning for your hospital development is unlikely to create a Demonstrable Adverse Impact on the delivery of public services.

- CCM allows for larger hospital development and requires a development agreement to ensure coordinated planning.
- The site is already part of the planned city upgrades along Hwy 41.
- The future hospital development will enhance emergency response capacity, not burden it.
- CCM does not inherently increase residential density beyond what CCS allows by special permit. Minimizing impact on schools and parks.
- CCM will allow for additional specialty care services reducing travel to Coeur d'Alene or Spokane.



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

# CITY OF POST FALLS ZONING MAP

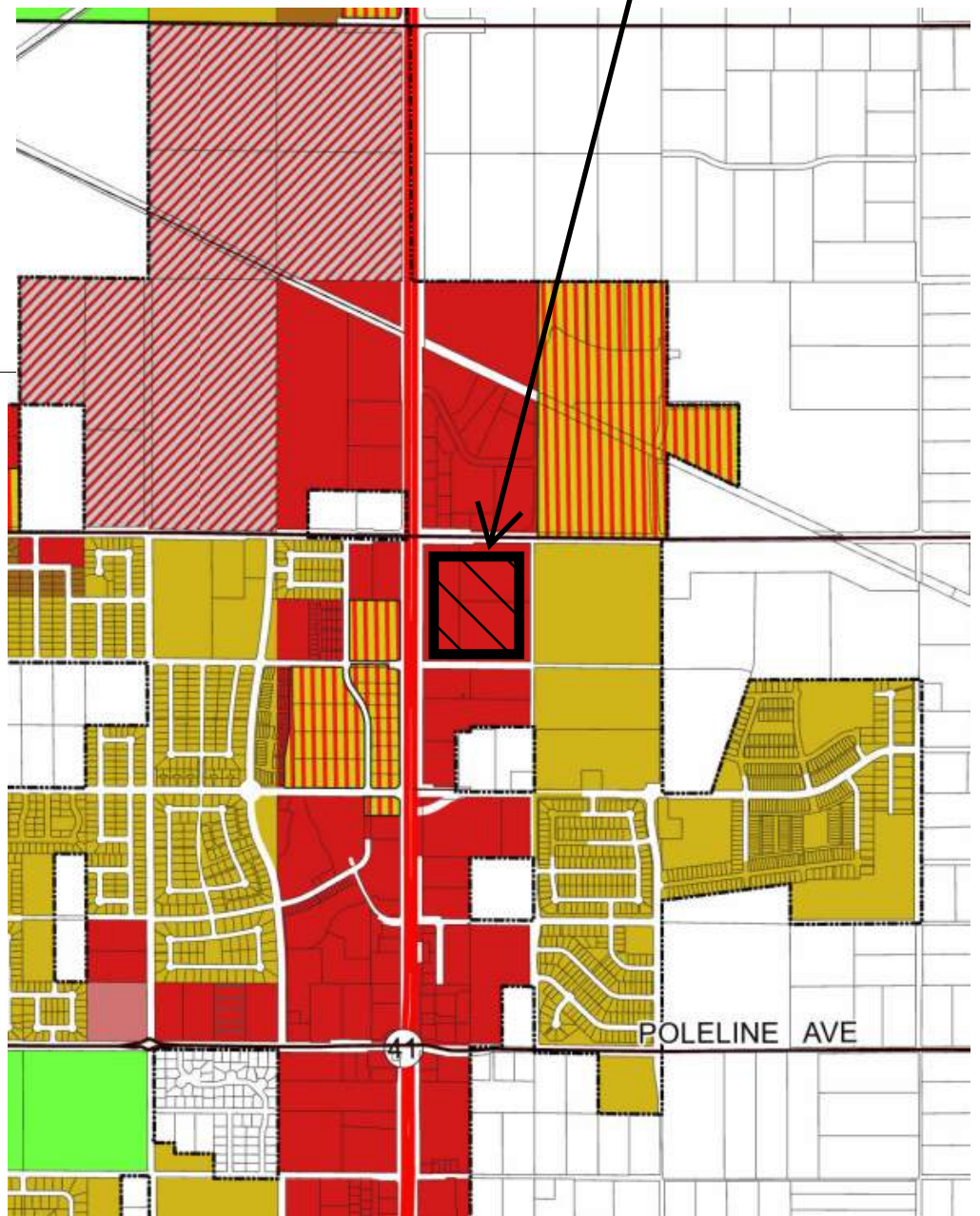
## LEGEND

	CCS		R-1-S		SC3
	CCM		R-1		SC4
	LC		R-2		SC5
	TM		R-3		SD1
	HI		RM		PR
	I		RMHP		



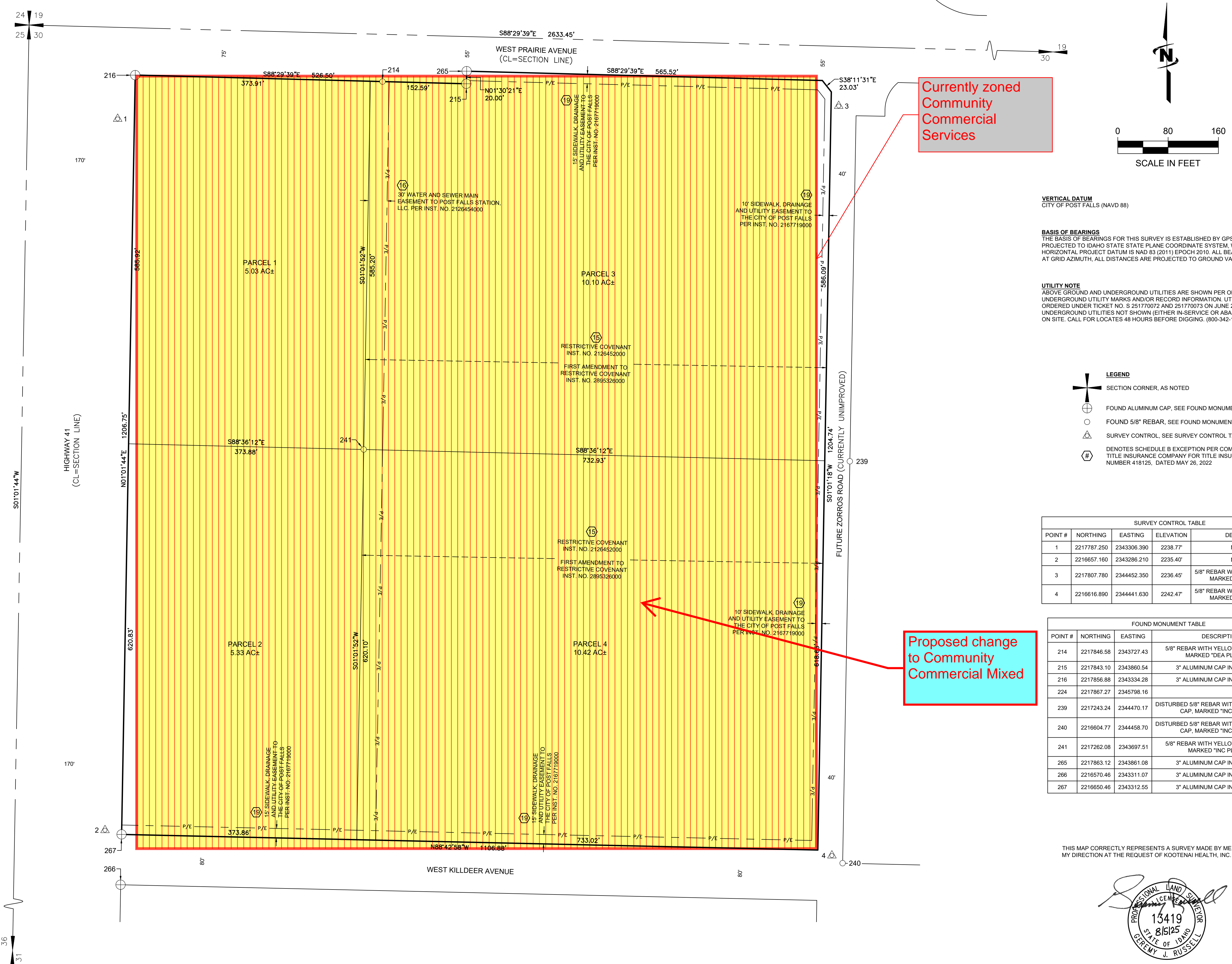
Disclaimer:  
The information contained in this map is intended for reference purposes only, please check with the Engineering/Planning Departments to verify current status of the information contained herein.

KOOTENAI HEALTH  
30-ACRE SITE



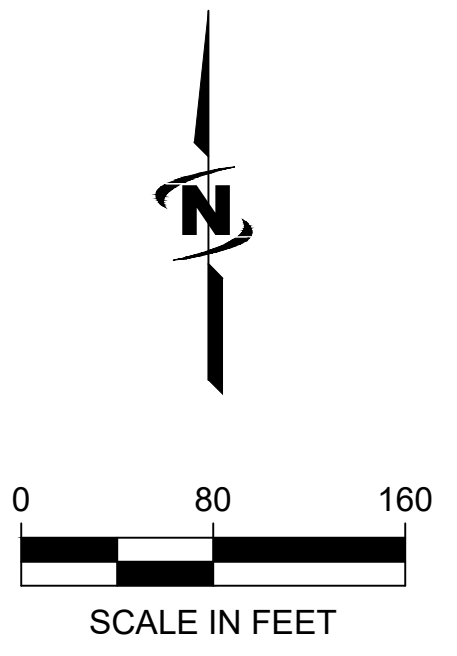
POLELINE AVE

A PORTION OF LOTS 7, 8, 9, AND 10, BLOCK 30 OF POST FALLS IRRIGATED TRACTS, SITUATED IN THE NW1/4 OF OF SECTION 30, T 51N, R 4W, B.M.,  
CITY OF POST FALLS, KOOTENAI COUNTY COUNTY, IDAHO



Currently zoned  
Community  
Commercial  
Services

Proposed change  
to Community  
Commercial Mixed



**VERTICAL DATUM**  
CITY OF POST FALLS (NAVD 88)

**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE STATE PLANE COORDINATE SYSTEM, WEST ZONE. THE HORIZONTAL PROJECT DATUM IS NAD 83 (2011) EPOCH 2010. ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

**UTILITY NOTE**  
ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN PER OBSERVED EVIDENCE, UNDERGROUND UTILITY MARKS AND/OR RECORD INFORMATION. UTILITY LOCATES WERE ORDERED UNDER TICKET NO. S 251770072 AND 251770073 ON JUNE 26, 2025. UNDERGROUND UTILITIES NOT SHOWN (EITHER IN-SERVICE OR ABANDONED) MAY EXIST ON SITE. CALL FOR LOCATES 48 HOURS BEFORE DIGGING. (800-342-1585) (811) (ID STATE)

- LEGEND**
- ⊕ SECTION CORNER, AS NOTED
  - ⊕ FOUND ALUMINUM CAP, SEE FOUND MONUMENT TABLE
  - FOUND 5/8" REBAR, SEE FOUND MONUMENT TABLE
  - △ SURVEY CONTROL, SEE SURVEY CONTROL TABLE
  - # DENOTES SCHEDULE B EXCEPTION PER COMMONWEALTH LAND TITLE INSURANCE COMPANY FOR TITLE INSURANCE, COMMITMENT NUMBER 418125, DATED MAY 26, 2022

**SURVEY CONTROL TABLE**

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2217787.250	2343306.390	2238.77'	MAG NAIL
2	2216657.160	2343286.210	2235.40'	MAG NAIL
3	2217807.780	2344452.350	2236.45'	5/8" REBAR WITH RED PLASTIC CAP, MARKED "JUB CONTROL"
4	2216616.890	2344441.630	2242.47'	5/8" REBAR WITH RED PLASTIC CAP, MARKED "JUB CONTROL"

**FOUND MONUMENT TABLE**

POINT #	NORTHING	EASTING	DESCRIPTION
214	2217846.58	2343727.43	5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "DEA PLS 11187"
215	2217843.10	2343860.54	3" ALUMINUM CAP IN CONCRETE
216	2217856.88	2343334.28	3" ALUMINUM CAP IN CONCRETE
224	2217867.27	2345798.16	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
239	2217243.24	2344470.17	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
240	2216604.77	2344458.70	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
241	2217262.08	2343697.51	5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
265	2217863.12	2343861.08	3" ALUMINUM CAP IN CONCRETE
266	2216570.46	2343311.07	3" ALUMINUM CAP IN CONCRETE
267	2216650.46	2343312.55	3" ALUMINUM CAP IN CONCRETE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF KOOTENAI HEALTH, INC. IN JULY 2025.



**REUSE OF DRAWINGS**  
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS SURVEY. NO PART OF THIS SURVEY SHALL BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	REVISION	DESCRIPTION	BY	DATE

PRAIRIE MEDICAL CAMPUS  
KOOTENAI HEALTH, INC.

TOPOGRAPHIC SURVEY AND CONTROL

FILE: 20-25-039\_V-SP  
JUB PROJ. #: 20-25-039  
DRAWN BY: DFG  
DESIGN BY:  
CHECKED BY: GJR  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 8/5/2025  
SHEET NUMBER:  
**V-101**



KootenaiHealth

2003 Kootenai Health Way  
Coeur d'Alene, ID 83814  
208.625.4000 tel  
kh.org

To: City of Post Falls Planning Department

Date: 9/29/2025

Subject: Owner Authorization for Zoning Amendment Application

I, Jameson Smith, as Chief Executive Officer of Kootenai Health, Inc., a representative of North Idaho Healthcare Holdings, owner of the property located at the southeast corner of Highway 41 and West Prairie Avenue in Post Falls, Idaho (Parcel Number(s): P705030008AA, P705030007AA, P705030010AA), hereby authorize OAC Services, Inc. to submit a zoning amendment application on my behalf.

The purpose of this application is to request a zoning amendment to support the development of a hospital and related medical facilities consistent with the goals and policies outlined in the Post Falls Comprehensive Plan 2020.

I understand that this authorization grants the applicant permission to represent me in all matters related to the zoning amendment process, including attending meetings, submitting documents, and responding to inquiries from city staff and officials.

Should you have any questions regarding this authorization, please contact me at [jameson.smith@kh.org](mailto:jameson.smith@kh.org)

Sincerely,

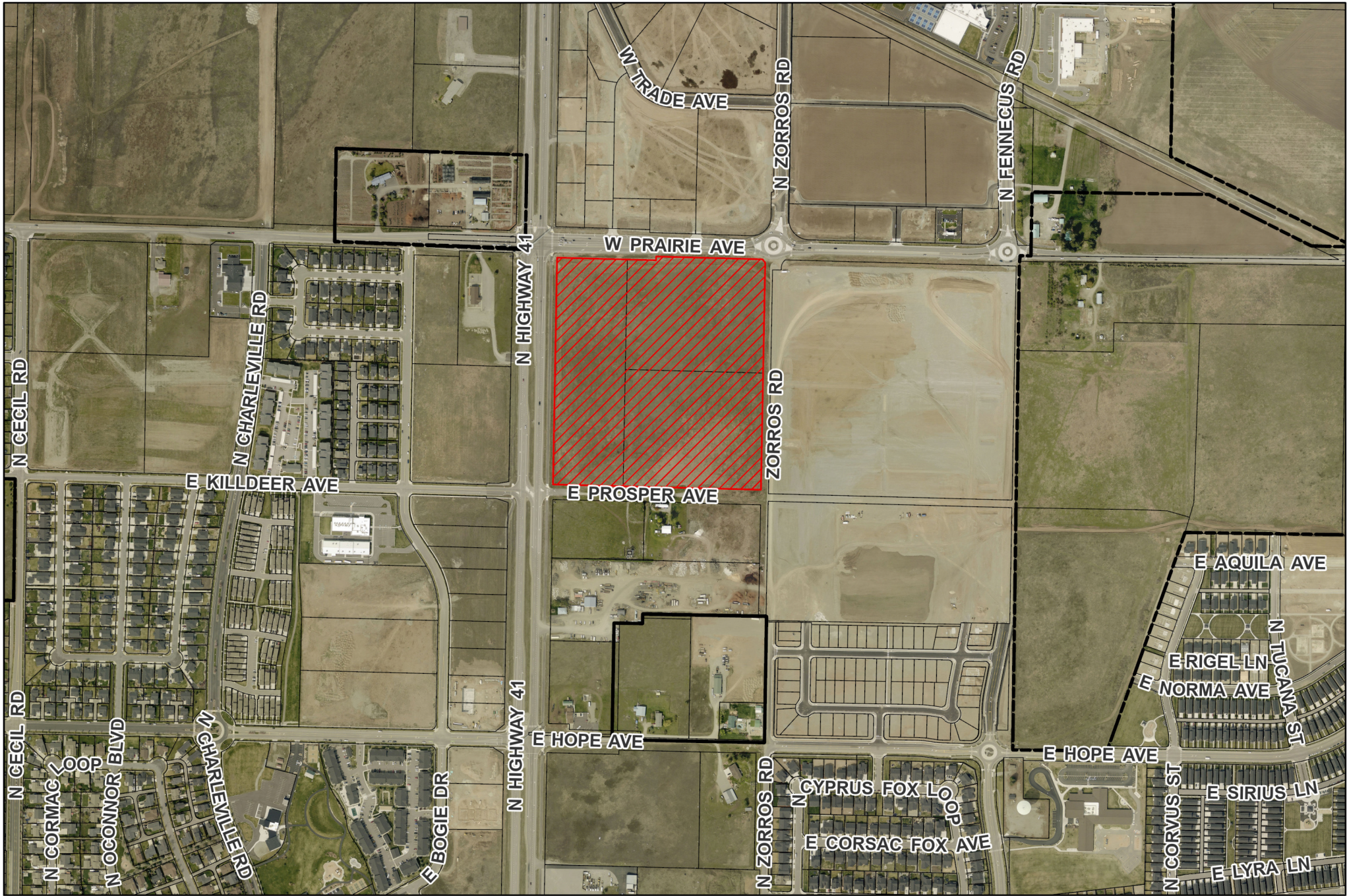


Jameson C. Smith

2003 Kootenai Health Way




Coeur d'Alene, Idaho 83814

208.625.4001 phone

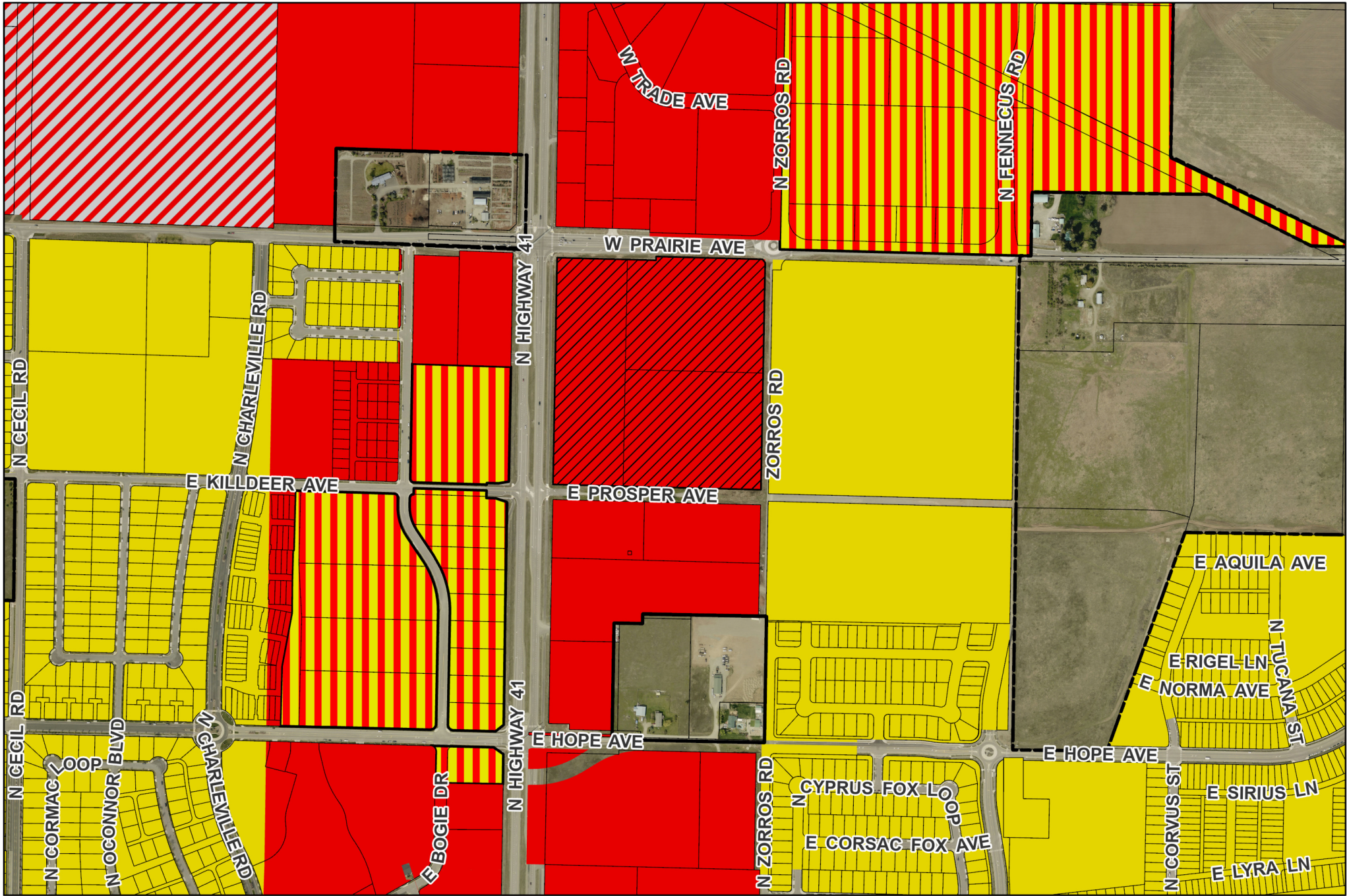


Project Location  
 Prairie Medical Campus  
 ZONE CHANGE  
 ZC-25-2



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site



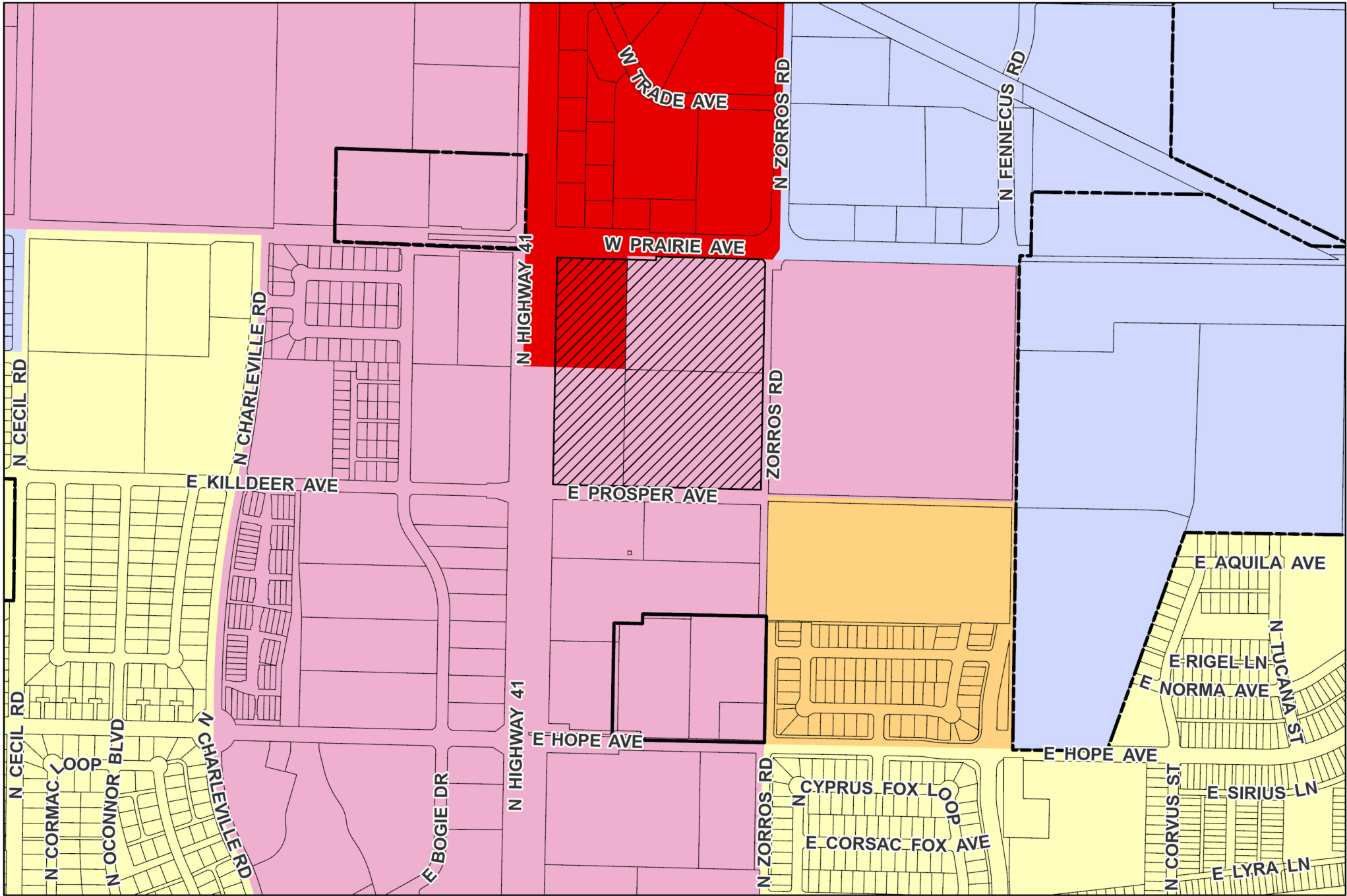


Zoning Map  
 Prairie Medical Campus  
 ZONE CHANGE  
 ZC-25-2



Post Falls City Boundary	CCM	N  N
Tax Parcels	CCS	
Subject Site	TM	
	R-1	

R-1 Exhibit S-2  
Page 127 of 243



Future Land Use Map  
 Prairie Medical Campus  
 ZONE CHANGE  
 ZC-25-2



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site
-  Low Density Residential
-  Medium Density Residential
-  Business/Commercial
-  Commercial
-  Transitional





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**PLANNING AND ZONING COMMISSION  
MEETING MINUTES**

**January 13, 2026  
5:30 PM**

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

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**REGULAR MEETING – 5:30 PM**

**CALL TO ORDER**

**5:30 PM**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS**

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Chris Schreiber, Bobby Wilhelm

Present: Walton, Kimball, Steffensen, Schlotthauer, Schreiber, Wilhelm

Excused: Carey

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

- a. National Rubber Ducky Day

***Jon Manley, Planning Manager:***

- Announced January 13th as National Rubber Ducky Day.
- Notified the Commission of a tentative joint workshop on February 17th with City Council and Urban3 to review a fiscal impact analysis supporting the Comprehensive Plan.

***Chair Steffensen:***

- Recognized Commissioner Kibbee Walton for his service. Encouraged the public to apply for city board and commission openings via the city website.

**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**

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

**None declared.**

### **1. CONSENT CALENDAR**

The consent calendar includes items which require formal Commission action, but which are typically routine or not of great controversy. Individual Commission 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 Commission agenda packet regarding these items and any contingencies are part of the approval.

#### **ACTION ITEMS:**

**No action items.**

### **2. CITIZEN ISSUES**

This section of the agenda is reserved for citizens wishing to address the Commission on an issue that is 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 that 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, by subsequent appointment. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring action must be placed on the agenda of an upcoming meeting. As such, the Commission cannot 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.**

### **3. UNFINISHED / OLD BUSINESS**

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

#### **ACTION ITEMS:**

**None.**

### **4. 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. Prairie Medical Zone Change File No. ZC-25-2

**Public Hearing Opened: 5:36 PM**

**Staff report** Justin Sauder, Associate Planner: Presented the zone change request for approximately 30.88 acres located at the southeast corner of Highway 41 and Prairie Avenue, seeking rezoning from Community Commercial Services (CCS) to Community Commercial Mixed (CCM).

Sauder explained the request is driven by building height limitations, with CCS allowing a maximum height of 45 feet and CCM allowing up to 105 feet, necessary to accommodate a future hospital tower as part of a proposed medical campus. The site is currently undeveloped and located over the Rathdrum Prairie Aquifer. Water service will be provided by Ross Point Water District and sewer by the City of Post Falls. No adverse service impacts were identified.

The request is consistent with the Future Land Use Map, Highway 41 North Focus Area, and applicable Comprehensive Plan goals and policies. Highway 41 and Prairie Avenue are classified as principal arterials, with Prosper Avenue and Zorros Road classified as minor collectors. All reviewing agencies were notified; no objections were received, and one letter of support was submitted by Urban Renewal.

**Applicant** Ben McGrann, OAC Services Inc.: Applicant Representative, described the proposed Prairie Medical Campus, a partnership between Kootenai Health, MultiCare, and Parkwood Business Partners. McGrann stated the requested height increase allows a vertically integrated hospital design, preserving open space and supporting modern healthcare standards.

Phase 1 includes a 14-bed emergency department, outpatient imaging, a medical office building, and construction of adjacent rights-of-way, with completion targeted for late 2027 and early 2028. Future phases include a hospital tower and additional facilities over a 10–15 year build out.

**Testimony**

**In-Favor: None**

**Neutral: None**

**In Opposition: None**

**Rebuttal: None**

**Public Hearing Closed: 5:54 PM**

**Deliberation:**

Commissioners reviewed zoning consistency and found the CCM designation compatible with the Future Land Use Map and Highway 41 North Focus Area. Commissioners noted the site's location at a major arterial intersection is appropriate for higher-intensity developments. The Commission confirmed that residential uses permitted in the CCM zone will be prohibited by development agreement and that no adverse impacts to public services were identified.

**Review Criteria:**

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

Yes. The Commission found the CCM zone to be an implementing designation for the Business Commercial and Commercial land use categories within the Highway 41 North Focus Area.

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

Yes. The Commission cited support for:

- **Goal 1** (economic resilience and employment)
- **Goal 7** (community needs and long-term sustainability)
- **Policy 8** (infill development)
- **Policy 86** (business campus development and economic diversification)

**3. 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?**

No. The Commission confirmed that all service providers were notified, no objections were received, and no evidence of adverse impacts was presented.

**Motion by Commissioner Kimball moved to recommend approval of Prairie Medical Zone Change File No. ZC-25-2, finding the request meets the approval criteria of Post Falls Municipal Code 18.20.10 and directing staff to forward a recommendation to City Council.**

**Second by Commissioner Schreiber**

**Vote: Schlotthauer - Yes, Wilhelm - Yes, Walton - Yes, Steffensen - Yes, Schreiber - Yes, Kimball - Yes**  
**Motion Carried**

- b. Prairie Avenue Annexation File No. ANN-25-5

**Public Hearing Opened: 6:01 PM**

**Staff report Justin Sauder, Associate Planner:** Presented the annexation and zoning request for approximately 20 acres generally located north of West Prairie Avenue and east of Greensferry Road, requesting annexation into the City of Post Falls with an initial zoning designation of R-1 (Single-Family Residential).

Mr. Sauder explained the property is currently outside the city limits and undeveloped. Surrounding land uses include commercial zoning north of Prairie Avenue, technology mixed zoning to the north and east, and existing single-family residential development to the west and south. The site lies over the Rathdrum Prairie Aquifer. Water service would be provided by Ross Point Water District, and sewer service by the City of Post Falls. The City has the capacity to serve the site.

Prairie Avenue is classified as a principal arterial and critical arterial corridor. Additional right-of-way dedication and roadway improvements would be required at the time of development, including future widening of Prairie Avenue.

Staff stated the request is consistent with the Transitional Future Land Use designation and the Highway 41 North Focus Area, which anticipates residential development in proximity to commercial and employment uses. No demonstrable adverse impacts were identified. All reviewing agencies were notified and provided neutral comments or indicated coordination at time of development.

**Applicant Drew Dittman, Lake City Engineering:** Applicant Representative, stated this is the applicant's third annexation request for the property. Previous requests for higher-intensity zoning were denied by City Council. The current request reflects the Council's direction to pursue lower-density residential development.

Mr. Dittman stated the proposed R-1 zoning provides compatibility with existing single-family development to the south and west and transitions to planned multifamily development to the north and northeast. Utilities are available, and no adverse impacts to public services were identified. The applicant requested approval of annexation with R-1 zoning.

**Testimony**

**In-Favor: None**

**Neutral:**

Barb Hitz, Post Falls, ID: Expressed concern regarding traffic safety along Prairie Avenue, including school bus stops and pedestrian crossings near Lind Street and Greensferry Road.

**Opposed: None**

**Rebuttal Drew Dittman:** Responded that traffic and school bus safety concerns would be addressed during subdivision review. The school district would have the opportunity to comment at that time, and traffic safety measures such as crosswalk improvements could be evaluated in coordination with City engineering staff.

**Public Hearing Closed: 6:23 PM**

**Deliberation:** Commissioners discussed the site's location relative to surrounding commercial and multifamily zoning and acknowledged the unusual configuration. Commissioners noted prior approvals for higher-intensity zoning that were denied by City Council and recognized the applicant's effort to comply with Council direction.

Commissioners discussed compatibility with surrounding uses, buffering requirements, and the benefit of additional single-family housing supply. The Commission noted the project provides a transition between

existing single-family neighborhoods and planned higher-density development and would support long-term growth within the Highway 41 North Focus Area.

**Review Criteria:**

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

Yes. The Commission found the R-1 zoning compatible with the Transitional land use designation and appropriate within the Highway 41 North Focus Area.

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

Yes. The Commission cited support for:

- **Goal 1** (economic resilience)
- **Goal 7** (long-term sustainability)
- **Policy 8** (infill development)
- **Policy 9** (elimination of county islands)
- **Policy 15** (adequate land for future housing needs)
- **Policy 33** (roadway and pedestrian connectivity)

**3. 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?**

No. The Commission confirmed that no adverse impacts were identified by reviewing agencies and no evidence of service limitations was presented.

**Motion by Commissioner Wilhelm moved to recommend approval of Prairie Annexation File No. ANNX-25-5, finding the request meets the approval criteria of Post Falls Municipal Code 18.20.10 and directing staff to forward a recommendation to City Council.**

**Second by Commissioner Kimball**

**Vote: Wilhelm - Yes, Schreiber - Yes, Kimball - Yes, Steffensen - Yes, Schlotthauer - Yes, Walton - Yes  
Motion Carried**

**5. ADMINISTRATIVE / STAFF REPORTS**

None.

**6. COMMISSION COMMENT**

None.

**7. ADJOURNMENT**

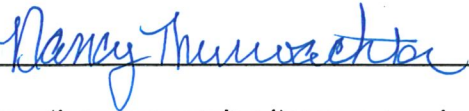
**6:32 PM**

**City of Post Falls  
Planning and Zoning Commission Minutes**

January 13, 2026

Date: 2/10/26

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 N. Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen      Vice Chair: Ray Kimball  
Members: Vicky Jo Carey, Chris Schreiber, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

**Prairie Medical Zone Change  
File No. ZC-25-2  
Planning and Zoning Commission  
Zoning Recommendation**

**A. INTRODUCTION:**

APPLICANT: Ben McGrann of OAC Services, Inc., o/b/o North Idaho Healthcare Holdings, LLC  
LOCATION: Southeast corner of West Prairie Avenue and Highway 41  
REQUEST: Rezone approximately 30.88-acres from Community Commercial Services (CCS) to Community Commercial Mixed (CCM)

**B. RECORD CREATED:**

1. A-1 Zone Change 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. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 PFHD Comments
11. PA-4 Urban Renewal Comments
12. PA-5 Phillips 66 Comments
13. PC -1 GVD Partners, LP Comments
14. PZ Staff Report
15. Testimony at the January 13, 2026, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the January 13, 2026, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

**Justin Sauder, Associate Planner:**

Justin Sauder presented the staff report and the zone change request for three parcels of approximately 30.88 acres at the southeast corner of Highway 41 and Prairie Avenue from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) in order to develop a medical campus, including a hospital tower exceeding the existing zone's 45-foot height limitation. Rezoning to CCM would permit building height for the hospital bed tower up to a maximum of 105 feet, enabling a vertically integrated hospital design with open space and walking trails.

Mr. Sauder testified that the current site is undeveloped and located over the Rathdrum Prairie Aquifer, with water to be provided by Ross Point Water District and wastewater services by the City of Post Falls. The area is surrounded by a mix of commercial and residential zoning. The proposed zone is consistent with both the Business Commercial and Commercial Future Land Use map designations that overlay this site and the property lies within the 41 North Focus Area, which supports large-scale, mixed-use regional developments along critical arterial corridors.

Mr. Sauder testified that the project could be supported by Comprehensive Plan Goal 1 (promoting economic growth), Goal 7 (development of a medical campus will support community needs), and Policy 8 (encouraging compatible infill development). The zone change does not result in any demonstrable adverse impact on service provision based on the comments received from political subdivisions notified. The city has adequate utility capacity, including sewer, and has accounted for long-term infrastructure needs. A development agreement prohibiting residential uses within the requested CCM zone is also planned.

**Ben McGrann, Applicant:**

Mr. McGrann, representing the ownership group, testified in support of the zone change request. He emphasized the importance of the additional height flexibility to achieve a modern, efficient medical campus to integrate walking paths and landscape features and promote wellness. The design allowed under the rezone would include a six-story hospital, a 14-bed emergency department, outpatient imaging, and multiple specialty clinics.

Mr. McGrann stated the project is a partnership among Kootenai Health, MultiCare, and Parkwood Business Partners. The applicant plans to phase development starting at Highway 41 and Prosper Avenue, with the initial phase anticipated for completion by late 2027 or early 2028. The full campus buildout is projected over the next 10 to 15 years. The zone change would allow the applicant to proceed with a vertical design element consistent with best practices in health care while promoting efficient use of land space.

**Public Testimony:**

There was no public testimony.

**Deliberations:** After the public hearing was complete, the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 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 applicant has requested a zoning of CCM zoning for a proposed medical campus including a hospital bed tower. The Future Land Use Map designates this area as both Commercial and Business Commercial and it is located within the 41 North Focus Area. CCM is an implementing zone for both Business and Business Commercial and is consistent. The 41 North Focus Area encourages mixed-use regional services and commercial development along Highway 41 which the requested zone change will support by allowing the development of the medical campus at this prominent intersection.

The Commission finds that the proposed CCM zoning district is consistent with both the land use designations identified in the Future Land Use Map and aligns with the goal of the 41 North Focus Area.

**C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**

Based on the testimony provided and the staff report, the Commission finds the requested zoning to be consistent with the following goals and policies contained in the comprehensive plan:

**Goal 1:** Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

The proposed zone and resulting development would create new employment opportunities and could spur additional commercial development by way of medical campus support services building economic diversity.

**Goal 2:** Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.

The medical campus opportunity will permit continued delivery of high-quality and competitive medical and incidental services to the area, keeping services efficient and affordable.

**Policy 8:** Encourage compatible infill development and redevelopment of under-utilized properties within City limits.

The adjacent areas to this parcel are all currently being developed and the rezone will encourage the development of the medical campus as a compatible use with the surrounding commercial properties.

**Policy 84:** Expand the number of local living-wage jobs, enabling more residents to live and work in Post Falls.

The proposed hospital campus will expand the opportunity for local living-wage jobs through expanded medical and incidental services centered at the new employment center.

**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?**

The Commission finds that political subdivisions were notified and the city received no adverse written comments. While a question of sewer capacity was raised via written public comment, testimony from city engineering staff confirmed that the City of Post Falls has the necessary sewer capacity to serve the proposed uses and that long-term infrastructure planning, including improvements to the 12th Avenue lift station, has accounted for future demand.

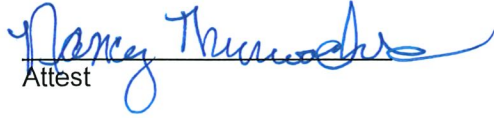
Because no evidence of a demonstrable adverse impact upon the delivery of services were identified and as such, the Commission finds this criterion satisfied.

**D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

**ZC-25-2:** Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended rezoning was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for rezone to CCM zoning.

Date 2/10/26

  
Chairman

  
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.**

**DEVELOPMENT AND ZONE CHANGE AGREEMENT**  
**Prairie Medical Rezone**  
**(File No. ZC-25-2)**

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 (the “City”) and North Idaho Healthcare Holdings, LLC, a Delaware limited liability company, registered to do business in Idaho pursuant to the laws thereof, with a mailing address of 820 A Street, Fourth Floor, Tacoma, Washington 98402 (the “Owner”).

WHEREAS, Owner owns a tract of land (hereinafter the “Property”) within the city limits of the City, which the Owner wishes to change the zoning and develop; 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 rezone the Property from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) 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 rezoning of the Property while the City seeks to obtain partial mitigation of the impacts of rezoning of the Property on the City. Owner acknowledges that City has no duty to rezone 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 at the Southeast corner of HWY 41 and Prairie Avenue 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 Kootenai Metropolitan Planning Organization’s 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 ninety (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 one hundred and eighty (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 Limitation on Development Based on Sewer Flows: The owner acknowledges that original wastewater facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install a force main, known as the 12<sup>th</sup> Avenue Force Main; from the 12<sup>th</sup> Avenue Lift Station to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. In 2024, a portion of the 12th Avenue Force main was constructed and the City is scheduling the remaining phases for construction. If the 12<sup>th</sup> Avenue Force Main is not completed prior to reaching trigger flows at the Caton Line, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.
  
- 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 within the City.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: At the time of property development, the Owner agrees to dedicate rights-of-way and easements, conforming to the roadway standards in place at the time of development, for the existing roadways of SH41, Prairie Avenue, Zorros Road and Prosper Avenue. Any proposed public roadways will be developed in accordance with City standards for rights-of-way and easement dedications.

#### ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1. Other Limitations on Development: In addition to the requirements contained in policies and ordinances adopted by the City to regulate development, Owner agrees 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 future residents.
- 5.2. Residential Development Restriction Standards: Owner agrees that no residential units will be constructed on the Property.

#### ARTICLE VI. CONSIDERATION/FEES

- 6.1. 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 Owner's 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. 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.

- 6.3. Other Fees: 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.
- 6.4. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage a zoning ordinance. The parties agree that until the date of publication of the zoning ordinance, no final rezoning of Owners' property will occur.

#### ARTICLE VII. MISCELLANEOUS

- 7.1. Existing Agreements in Effect/Not in Conflict: The parties acknowledge that the Property is also subject to an existing Annexation Agreement (File No. A-06-10), recorded as Kootenai County Instrument No. 2167717000 which remains in full force and effect. In the event of any conflict, inconsistency or ambiguity between the terms and conditions of this Agreement and the Annexation Agreement, the provision imposing the more stringent requirement, obligation, restriction, or standard shall control and be applicable.
- 7.2. 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.
- 7.3. Zoning Reversion: 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 prior zoning designation for the Property may be implemented without objection from owners, assigns or successors in interest of such portions of the Property as the City decides, in its sole discretion. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for the reversionary zoning of the Property as allowed by this Section.
- 7.4. 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 zoning designation 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.
- 7.5. Time is of the Essence: Time is of the essence in this Agreement.
- 7.6. 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.

- 7.7. 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.
- 7.8. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.9. 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.
- 7.10. 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.
- 7.11. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.12. 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.
- 7.13. 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.
- 7.14. 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.
- 7.15. 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.

- 7.16. 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.
- 7.17. 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.

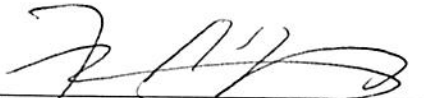
IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

*[Signature Page Follows]*



**NORTH IDAHO HEALTHCARE HOLDINGS, LLC,**  
a Delaware limited liability company

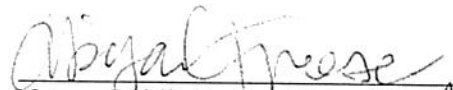
By: MultiCare Health System  
Its: Manager

  
\_\_\_\_\_  
Florence Chang, President



State of Washington        )  
  : ss  
County of Pierce            )

This instrument was acknowledged before me on 2/20/26 by **Florence Chang** as the **President of MultiCare Health System, the Manager of North Idaho Healthcare Holdings, LLC** on behalf of whom the instrument was executed.

  
\_\_\_\_\_  
Notary Public for the State of WA  
Residing at: 6615 Peirce Ave SE Auburn WA  
Commission Expires: 11-19-28 95092

(Stamp above)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel 1:**

A parcel of land, being a portion of Lot 8, Block 30 per the plat of Post Falls Irrigated Tracts, located in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 30, monumented by a railroad spike in monument box, per CP&F 1029891, from which the North Quarter corner of Section 30, monumented by a 2½" zinc cap, per CP&F 1673950, bears South 88°29'45" East a distance of 2633.37 feet; thence

South 43°43'54" East, a distance of 42.60 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right-of-way lines, said point also being the TRUE POINT OF BEGINNING for this description; thence

South 88°29'45" East, a distance of 513.92 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

South 01°01'57" West, a distance of 630.12 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 88°36'33" West, a distance of 513.92 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 01°01'57" East, a distance of 631.14 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right of Way recorded July 9, 2008, as Instrument No. 2167734000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Idaho by Warranty Deed recorded June 22, 2020, as Instrument No. 2759552000, records of Kootenai County, Idaho.

**Parcel 2:**

A parcel of land being a portion of Lot 9, per the plat of POST FALLS IRRIGATED TRACTS, located in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 30, monumented by a railroad spike in monument box, per CP&F 1029891, from which the North Quarter Corner of Section 30, monumented by a 2½" zinc cap, per CP&F 1673950, bears South 88°29'45" East, a distance of 2633.37 feet; thence

South 43°43'54" East, a distance of 42.60 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right-of-ways lines; thence

South 01°01'57" West, a distance of 631.14 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367", said point also being the TRUE POINT OF BEGINNING for this description; thence

South 88°36'33" East, a distance of 513.92 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

South 01°01'57" West, a distance of 640.13 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 88°43'21" West, a distance of 513.91 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 01°01'57" East, a distance of 641.14 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right of Way recorded July 9, 2008, as Instrument No. 2167734000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Idaho by Warranty Deed recorded June 22, 2020, as Instrument No. 2759552000, records of Kootenai County, Idaho.

**Parcel 3:**

A parcel of land, being all of Lot 7 and a portion of Lot 8, Block 30 per the plat of POST FALLS IRRIGATED TRACTS. Located in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Section 30, monumented by a Rail Road spike in monument box, per CP&F 1029891, from which the North Quarter corner of Section 30, monumented by a 2 1/2" zinc cap, per CP&F 1673950 bears South 88°29'45" East a distance of 2633.37 feet.

Thence, South 43°43'54" East a distance of 42.60 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right-of-way lines.

Thence, South 88°29'45" East a distance of 513.92 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Said point also being the TRUE POINT OF BEGINNING for this description.

Thence, South 88°29'45" East a distance of 772.77 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Thence, South 01°01'30" West a distance of 628.60 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Thence, North 88°36'33" West a distance of 772.84 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Thence, North 01°01'57" East a distance of 630.12 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded July 9, 2008, as Instrument No. 2167718000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Idaho by Warranty Deed recorded June 22, 2020, as Instrument No. 2759552000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded June 5, 2024, as Instrument No. 2970552000, records of Kootenai County, Idaho.

**Parcel 4:**

A Parcel of land being Lot 10 and a portion of Lot 9, Block 30, Post Falls Irrigated Tracts, according to the plat recorded in Book C of Plats, Pages 78-80, records of Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Section 30, Monumented by a railroad spike in Monument Box, per CP&F 1029891, from which the North Quarter corner of Section 30, Monumented by a 2 1/2" zinc cap, per CP&F 1673950, bears South 88°29'45" East a distance of 2633.37 feet; thence

South 43°43'54" East a distance of 42.60 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right of way lines; thence

South 01°01'57" West a distance of 631.14 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367"; thence

South 88°36'33" East a distance of 513.92 feet to a rebar 5/8" diameter 30 inches long a plastic cap marked "INC PLS 9367", said point also being the TRUE POINT OF BEGINNING for this description; thence

South 88°36'33" East a distance of 772.84 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367"; thence

South 01°01'30" West a distance of 638.60 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 88°43'21" West a distance of 772.91 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 01°01'57" East a distance of 640.13 feet to the TRUE POINT OF BEGINNING.

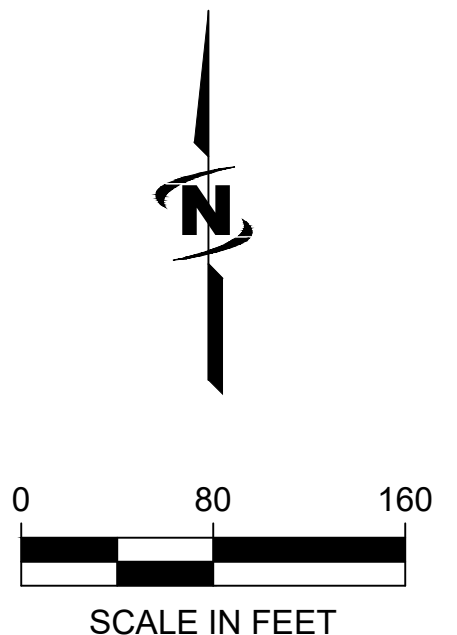
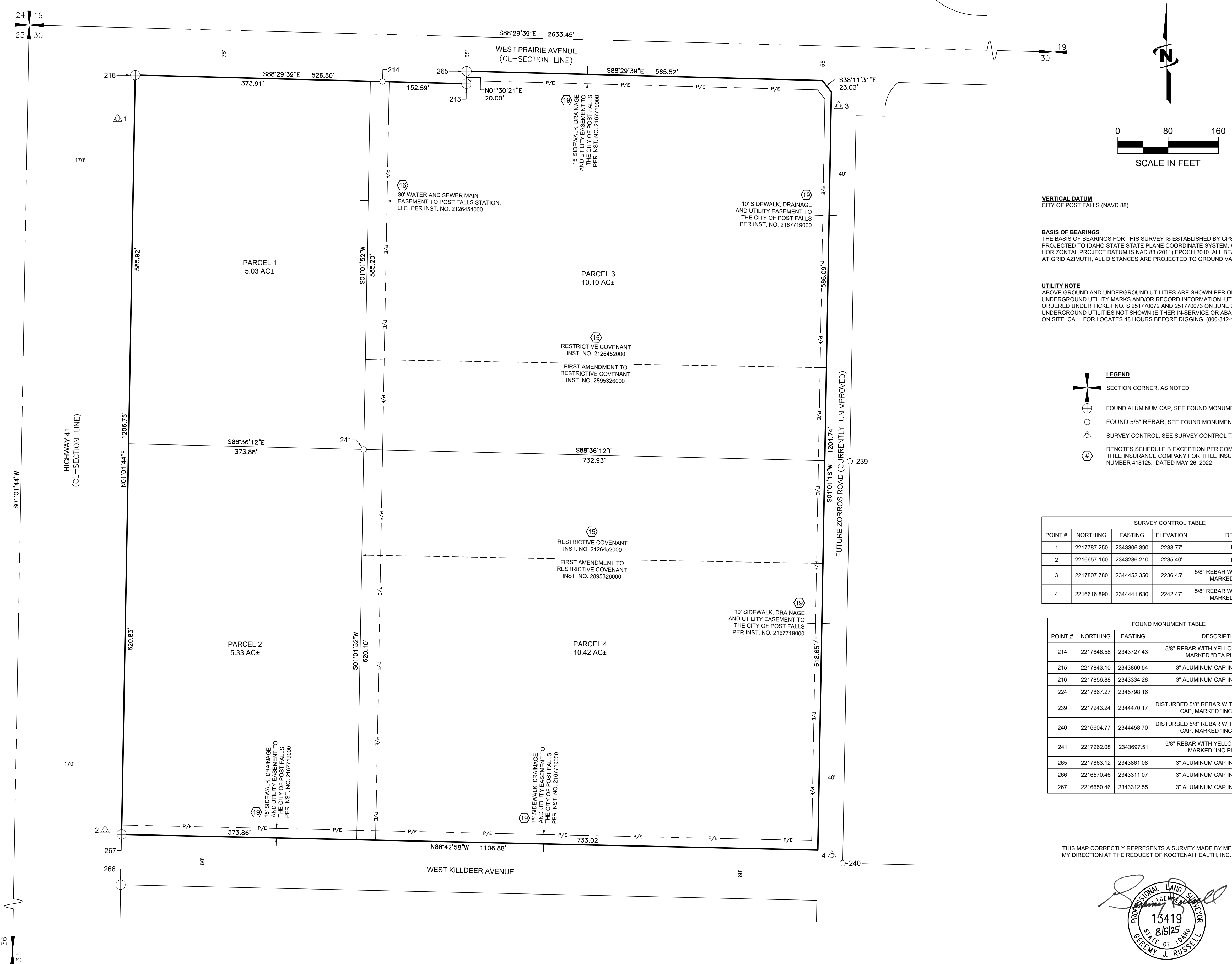
EXCEPTING THEREFROM that portion described in the Grant of Right of right-of-way to the city of Post Falls, recorded July 9, 2008, as Instrument No. 2167718000, records of Kootenai County, Idaho.

A PORTION OF LOTS 7, 8, 9, AND 10, BLOCK 30 OF POST FALLS IRRIGATED TRACTS, SITUATED IN THE NW1/4 OF OF SECTION 30, T 51N, R 4W, B.M.,  
CITY OF POST FALLS, KOOTENAI COUNTY COUNTY, IDAHO



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.



**VERTICAL DATUM**  
CITY OF POST FALLS (NAVD 88)

**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE STATE PLANE COORDINATE SYSTEM, WEST ZONE. THE HORIZONTAL PROJECT DATUM IS NAD 83 (2011) EPOCH 2010. ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

**UTILITY NOTE**  
ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN PER OBSERVED EVIDENCE, UNDERGROUND UTILITY MARKS AND/OR RECORD INFORMATION. UTILITY LOCATES WERE ORDERED UNDER TICKET NO. S 251770072 AND 251770073 ON JUNE 26, 2025. UNDERGROUND UTILITIES NOT SHOWN (EITHER IN-SERVICE OR ABANDONED) MAY EXIST ON SITE. CALL FOR LOCATES 48 HOURS BEFORE DIGGING. (800-342-1585) (811) (ID STATE)

- LEGEND**
- ⊕ SECTION CORNER, AS NOTED
  - ⊕ FOUND ALUMINUM CAP, SEE FOUND MONUMENT TABLE
  - FOUND 5/8" REBAR, SEE FOUND MONUMENT TABLE
  - △ SURVEY CONTROL, SEE SURVEY CONTROL TABLE
  - # DENOTES SCHEDULE B EXCEPTION PER COMMONWEALTH LAND TITLE INSURANCE COMPANY FOR TITLE INSURANCE, COMMITMENT NUMBER 418125, DATED MAY 26, 2022

SURVEY CONTROL TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2217787.250	2343306.390	2238.77'	MAG NAIL
2	2216657.160	2343286.210	2235.40'	MAG NAIL
3	2217807.780	2344452.350	2236.45'	5/8" REBAR WITH RED PLASTIC CAP, MARKED "JUB CONTROL"
4	2216616.890	2344441.630	2242.47'	5/8" REBAR WITH RED PLASTIC CAP, MARKED "JUB CONTROL"

FOUND MONUMENT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
214	2217846.58	2343272.43	5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "DEA PLS 11187"
215	2217843.10	2343860.54	3" ALUMINUM CAP IN CONCRETE
216	2217856.88	2343334.28	3" ALUMINUM CAP IN CONCRETE
224	2217867.27	2345798.16	
239	2217243.24	2344470.17	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
240	2216604.77	2344458.70	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
241	2217262.08	2343697.51	5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
265	2217863.12	2343861.08	3" ALUMINUM CAP IN CONCRETE
266	2216570.46	2343311.07	3" ALUMINUM CAP IN CONCRETE
267	2216650.46	2343312.55	3" ALUMINUM CAP IN CONCRETE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF KOOTENAI HEALTH, INC. IN JULY 2025.



NO.	REVISION	DESCRIPTION	BY	DATE

PRAIRIE MEDICAL CAMPUS  
KOOTENAI HEALTH, INC.  
TOPOGRAPHIC SURVEY AND CONTROL

FILE: 20-25-039\_V-SP  
JUB PROJ. #: 20-25-039  
DRAWN BY: DFG  
DESIGN BY:  
CHECKED BY: GJR  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 8/5/2025  
SHEET NUMBER:  
**V-101**

Plot Date: 8/5/2025 3:37 PM Plotted By: David Grebe  
Date Created: 7/29/2025 JUB: COMCENTRAL\C\CLIENT\SI\KOOTENAIHEALTH\PROJECTS\20-25-039\_PRAIRIEMEDICALCAMPUS\SURVEY\DWG\20-25-039\_V-SP.DWG



**POST FALLS**  
SCHOOL DISTRICT #273

**DISTRICT OFFICE**  
P.O. Box 40  
Post Falls, ID 83877  
PHONE 208-773-1658  
FAX 208-773-3218  
[www.pfsd.com](http://www.pfsd.com)

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September 15, 2025

Robert Seale  
Community Development Director  
City of Post Falls  
408 Spokane Street  
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through state statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and requests financial mitigation for smaller developments.

The enrollment status and capacity of each school for the 2025-2026 school year are listed below.

The district will review/revise the current long-range facility plan during the 2027-2028 school year. A copy of the current plan is included with this letter.

***Our school community will develop relationships, skills, and knowledge  
to become responsible citizens who think critically to solve problems.***

School	2025-2026 Enrollment	Building Capacity
Greensferry Elementary	392	525
Mullan Trail Elementary	321	500
Ponderosa Elementry	440	570
Prairie View Elementary	376	525
Seltice Elementary	372	560
Treaty Rock Elementary	366	525
West Ridge Elementary	428	525
Post Falls Middle School	775	920
River City Middle School	554	750
Post Falls High School	1663	1800
New Vision High School	124	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato  
Superintendent

Cc: Post Falls School District Board of Trustees  
Shelly Enderud, City Administrator

# Kootenai County Fire & Rescue

Fire Marshal's Office

5271 E. Seltice Way  
Post Falls, ID 83854  
Tel: 208-777-8500  
Fax: 208-777-1569  
www.kootenaifire.com

January 23, 2025

Nancy Thurwatcher  
Planning Administrative Specialist  
nthurwatcher@postfalls.gov

## RE: Notice to Jurisdiction Response

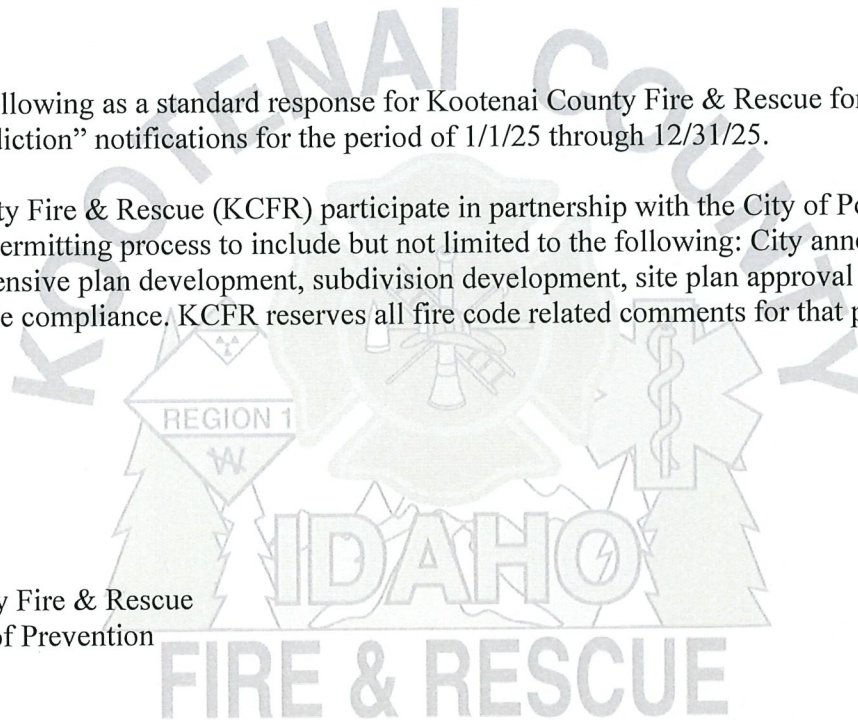
Dear Nancy,

Please use the following as a standard response for Kootenai County Fire & Rescue for all applicable "Notice to Jurisdiction" notifications for the period of 1/1/25 through 12/31/25.

"Kootenai County Fire & Rescue (KCFR) participate in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer  
Kootenai County Fire & Rescue  
Division Chief of Prevention  
Fire Marshal



## Nancy Thurwachter

---

**From:** Jonie Anderson <Jonie@postfallshd.com>  
**Sent:** Tuesday, December 30, 2025 1:15 PM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice to Jurisdictions Prairie Medical Zone Change File No ZC-25-2

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Post Falls Highway District does not have comments for this Zone Change.

Regards,

Jonie Anderson  
Post Falls Highway District  
5629 E Seltice Way  
Post Falls, Idaho 83854

p 208.765.3717  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



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**From:** 'Nancy Thurwachter' via Contact Us <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)>  
**Sent:** Monday, December 29, 2025 4:07 PM  
**To:** Ali Marenau <[AMarienau@kmpo.net](mailto:AMarienau@kmpo.net)>; Alynette Farley <[abfarley@BPA.Gov](mailto:abfarley@BPA.Gov)>; Amanda Raymond <[arraymond@bpa.gov](mailto:arraymond@bpa.gov)>; Avista <[c01\\_Real\\_Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Ben Tarbuton <[btarbuton@kcgov.us](mailto:btarbuton@kcgov.us)>; Carey Borchardt <[carey.borchardt@charter.com](mailto:carey.borchardt@charter.com)>; Carolyn Bostick <[cbostick@cdapress.com](mailto:cbostick@cdapress.com)>; Carrie Ann Hewitt <[carriann.hewitt@itd.idaho.gov](mailto:carriann.hewitt@itd.idaho.gov)>; [cdaconst@avistacorp.com](mailto:cdaconst@avistacorp.com); [cingle@kcgov.us](mailto:cingle@kcgov.us); Chris Way <[cway@kootenaifire.com](mailto:cway@kootenaifire.com)>; [christina@postfallschamber.com](mailto:christina@postfallschamber.com); Christine Harmon <[christine.harmon@deq.idaho.gov](mailto:christine.harmon@deq.idaho.gov)>; [cschneider@kec.com](mailto:cschneider@kec.com) <[cschneider@kec.com](mailto:cschneider@kec.com)>; Dan Rest <[drest@hbkengineering.com](mailto:drest@hbkengineering.com)>; Dan Ryan <[danr@kootenaifire.com](mailto:danr@kootenaifire.com)>; Dan Selden <[danselden@hotmail.com](mailto:danselden@hotmail.com)>; Dan Zeck <[dan@eastgreenacres.org](mailto:dan@eastgreenacres.org)>; Daniel Mavrinac <[Daniel.Mavrinac@BNSF.com](mailto:Daniel.Mavrinac@BNSF.com)>; David Callahan <[dcallahan@kcgov.us](mailto:dcallahan@kcgov.us)>; David Haggerty <[David.Haggerty@tdstelecom.com](mailto:David.Haggerty@tdstelecom.com)>; [dena.naccarato@sd273.com](mailto:dena.naccarato@sd273.com); DEQ <[deqcomments@deq.idaho.gov](mailto:deqcomments@deq.idaho.gov)>; Devin Weeks <[dweeks@cdapress.com](mailto:dweeks@cdapress.com)>; Gina Dillman <[gdillman@republicservices.com](mailto:gdillman@republicservices.com)>; Glen Miles <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Gregory Ashley <[gregory.Ashley@williams.com](mailto:gregory.Ashley@williams.com)>; Jame Davis <[jame.davis@intermaxteam.com](mailto:jame.davis@intermaxteam.com)>; Jeff Boren <[Jeffrey.Boren@charter.com](mailto:Jeffrey.Boren@charter.com)>; Jeremy Hofer <[jhofer@kec.com](mailto:jhofer@kec.com)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; Jessie Holderman <[JHolderman@kec.com](mailto:JHolderman@kec.com)>; Jordan Wirth <[Jordan.T.Wirth@usps.gov](mailto:Jordan.T.Wirth@usps.gov)>; Karen Phillips <[Karen.Phillips@avistacorp.com](mailto:Karen.Phillips@avistacorp.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kevin Teo <[kevin.teo@ziply.com](mailto:kevin.teo@ziply.com)>; Kris Faver ([kris.faver@tdstelecom.com](mailto:kris.faver@tdstelecom.com)) <[kris.faver@tdstelecom.com](mailto:kris.faver@tdstelecom.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kurt Larson <[klarson@kec.com](mailto:klarson@kec.com)>; Lance Kippen <[lkippen@olsson.com](mailto:lkippen@olsson.com)>; Lee Barnes <[lee.barnes@tdstelecom.com](mailto:lee.barnes@tdstelecom.com)>; Leo Martinez <[leo.martinez@p66.com](mailto:leo.martinez@p66.com)>; Lori Cogley <[lcogley@kec.com](mailto:lcogley@kec.com)>; Lynn Sandsor <[lynn.sandsor@aecom.com](mailto:lynn.sandsor@aecom.com)>; Mary Ann Mondaldi <[MaryAnn.Mondaldi@BNSF.com](mailto:MaryAnn.Mondaldi@BNSF.com)>; Mike Patton <[Michael.m.patton@p66.com](mailto:Michael.m.patton@p66.com)>; Owens, Dylan <[Dylan.Owens@tdstelecom.com](mailto:Dylan.Owens@tdstelecom.com)>; Panhandle Health General <[ehapplications@phd1.idaho.gov](mailto:ehapplications@phd1.idaho.gov)>; Patricia M. Corrigan <[pcorrigan@hbkengineering.com](mailto:pcorrigan@hbkengineering.com)>; [contactus@postfallshd.com](mailto:contactus@postfallshd.com); Robert Beachler <[Robert.Beachler@itd.idaho.gov](mailto:Robert.Beachler@itd.idaho.gov)>; Ron

# POST FALLS Urban Renewal



December 30, 2025

Jon Manley  
Planning Manager  
City of Post Falls Planning Division  
408 N. Spokane Street  
Post Falls, ID 83854

Re: Letter of Support for Prairie Medical Zone Change File No ZC-25-2

Dear Mr. Manley,

The mission of the Post Falls Urban Renewal Agency (PFURA) is to encourage sound economic and community improvement that enhances the overall quality of life in Post Falls by providing infrastructure which supports commercial and industrial growth, expanding employment opportunities for our citizens, and enhancing citizen safety and health.

The three parcels identified in Zone Change File No ZC-25-2 are understood to be the future location of Prairie Medical Campus and are located in the Post Falls Technology Urban Renewal District, which was opened in 2021 following its approval of the District by the Planning Commission and the City Council. This proposed development project and the zoning change being applied for closely align with the objectives of the Urban Renewal District and mission of PFURA.

The PFURA is currently engaged in an Owner Participation Agreement with North Idaho Healthcare Holdings, LLC, for public infrastructure related portions of their project at this location and fully supports the noted request to modify the existing zoning of Community Commercial Services (CCS) zoning to Community Commercial Mixed (CCM) zoning.

Respectfully,



Joseph C. Johns  
Executive Director

Wilson <[Ron@eastgreenacres.org](mailto:Ron@eastgreenacres.org)>; Ross Point Water <[rosspointwater@yahoo.com](mailto:rosspointwater@yahoo.com)>; Scott Morton <[smorton@republicservices.com](mailto:smorton@republicservices.com)>; Serena <[serena@carlsonstratcomm.com](mailto:serena@carlsonstratcomm.com)>; Shawn Magat <[Shawn.Magat@tdstelecom.com](mailto:Shawn.Magat@tdstelecom.com)>; Tom kearns <[tkearns@idl.idaho.gov](mailto:tkearns@idl.idaho.gov)>; Tom Murn <[Tom.Murn@ZiPLY.com](mailto:Tom.Murn@ZiPLY.com)>; URA <[postfallsura@gmail.com](mailto:postfallsura@gmail.com)>; ZiPLY <[ID-EWA.SFU.MDU.Engineering@ziPLY.com](mailto:ID-EWA.SFU.MDU.Engineering@ziPLY.com)>  
**Cc:** Bobby Wilhelm <[bobby@bobbywilhelm.com](mailto:bobby@bobbywilhelm.com)>; Christopher Gabbert <[cgabbert@postfalls.gov](mailto:cgabbert@postfalls.gov)>; Chris Schreiber <[chris.schreiber@khco.com](mailto:chris.schreiber@khco.com)>; Dave Fair <[dfair@postfalls.gov](mailto:dfair@postfalls.gov)>; Field Herrington <[fherrington@postfalls.gov](mailto:fherrington@postfalls.gov)>; James.steffensen@yahoo.com; Jason Faulkner <[jfaulkner@postfalls.gov](mailto:jfaulkner@postfalls.gov)>; Jennifer Poindexter <[jpoindexter@postfalls.gov](mailto:jpoindexter@postfalls.gov)>; John Beacham <[jbeacham@postfalls.gov](mailto:jbeacham@postfalls.gov)>; Jon Manley <[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)>; Justin Miller <[jmiller@postfalls.gov](mailto:jmiller@postfalls.gov)>; Justin Sauder <[jsauder@postfalls.gov](mailto:jsauder@postfalls.gov)>; Kelly Russell <[krussell@postfalls.gov](mailto:krussell@postfalls.gov)>; Kibbee Walton <[kibbee@artisanportrait.com](mailto:kibbee@artisanportrait.com)>; Naomi Tierney <[ntierney@postfalls.gov](mailto:ntierney@postfalls.gov)>; Preston Hill <[prestonh@postfalls.gov](mailto:prestonh@postfalls.gov)>; Ray Kimball <[rkimball@whipplece.com](mailto:rkimball@whipplece.com)>; Rob Palus <[rpalus@postfalls.gov](mailto:rpalus@postfalls.gov)>; Robert Seale <[rseale@postfalls.gov](mailto:rseale@postfalls.gov)>; Ross Schlotthauer <[ross@burlyproducts.com](mailto:ross@burlyproducts.com)>; Shannon Howard <[showard@postfalls.gov](mailto:showard@postfalls.gov)>; Shelly Enderud <[senderud@postfalls.gov](mailto:senderud@postfalls.gov)>; Stephanie Herman <[sherman@postfalls.gov](mailto:sherman@postfalls.gov)>; Tisha Gallop <[tgallop@postfalls.gov](mailto:tgallop@postfalls.gov)>; Vicky Jo Carey <[vjcarey@aol.com](mailto:vjcarey@aol.com)>; Wade Meyer <[wmeyer@postfalls.gov](mailto:wmeyer@postfalls.gov)>; Warren Wilson <[wwilson@postfalls.gov](mailto:wwilson@postfalls.gov)>

**Subject:** Notice to Jurisdictions Prairie Medical Zone Change File No ZC-25-2

Hello –

Please find attached the Notice to Jurisdictions for the Prairie Medical Zone Change File No ZC-25-2 that is scheduled for the Planning & Zoning meeting January 13, 2026. The draft staff report will be on the city’s website shortly.

Nancy Thurwachter  
Planning Administrative Specialist  
[408 N. Spokane Street](#)  
[Post Falls, ID 83854](#)  
(208) 457-3338



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## Nancy Thurwachter

---

**From:** Martinez, Leo <Leo.Martinez@p66.com>  
**Sent:** Wednesday, January 7, 2026 1:05 PM  
**To:** Nancy Thurwachter  
**Subject:** Notice to Jurisdictions Prairie Medical Zone Change File No ZC-25-2  
**Attachments:** Exhibit PH-2 NTJ Prairie Medical\_PZ.pdf

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nancy,

Phillips 66 does not have any utilities within the attached project vicinity.  
(Response 13204)

### Leo Martinez

Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204  
18781 El Camino Real | Atascadero, CA 93422  
[Leo.Martinez@phillips66.com](mailto:Leo.Martinez@phillips66.com)



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---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>

**Sent:** Monday, December 29, 2025 4:07 PM

**To:** Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Martinez,

Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mary Ann Mondaldi <MaryAnn.Mondaldi@BNSF.com>; Patton, Michael M <Michael.M.Patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>; ZiPLY <ID-EWA.SFU.MDU.Engineering@ziPLY.com>

**Cc:** Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; james.steffensen@yahoo.com; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Justin Sauder <jsauder@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

**Subject:** [EXTERNAL]Notice to Jurisdictions Prairie Medical Zone Change File No ZC-25-2

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Hello –

Please find attached the Notice to Jurisdictions for the Prairie Medical Zone Change File No ZC-25-2 that is scheduled for the Planning & Zoning meeting January 13, 2026. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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## Nancy Thurwachter

---

**From:** DEQ Comments <deqcomments@deq.idaho.gov>  
**Sent:** Thursday, February 19, 2026 7:46 AM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice to Jurisdictions Prairie Medical Zone Change File No. ZC-25-2

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Office Line: 208.769.1422  
[www.deq.idaho.gov](http://www.deq.idaho.gov)

**Our mission:** To protect human health and the quality of Idaho's air, land, and water.

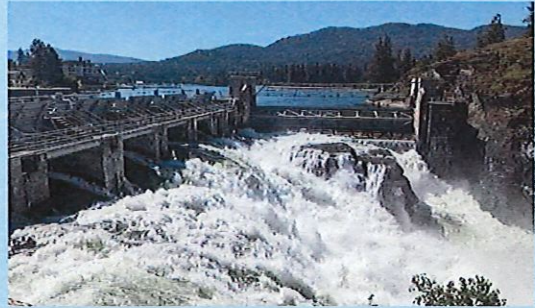
---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Saturday, February 14, 2026 1:33 PM  
**To:** Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mary Ann Mondaldi <MaryAnn.Monaldi@BNSF.com>; Mike Behary <Mbehary@kcgov.us>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General

# Prairie Medical Zone Change

ZC-25-2

March 3, 2026



Justin Sauder – Associate Planner

1

**OWNERS:** Kootenai Health representing North Idaho  
Healthcare Holdings, LLC

**APPLICANT:** OAC Services, Inc.

**REQUESTED ACTIONS:**

- **Zone Change:** The applicant is asking the City Council to approve a request to rezone approximately 30.88-acres from Community Commercial Services (CCS) to Community Commercial Mixed (CCM)

Prairie Medical



2



# Project Location

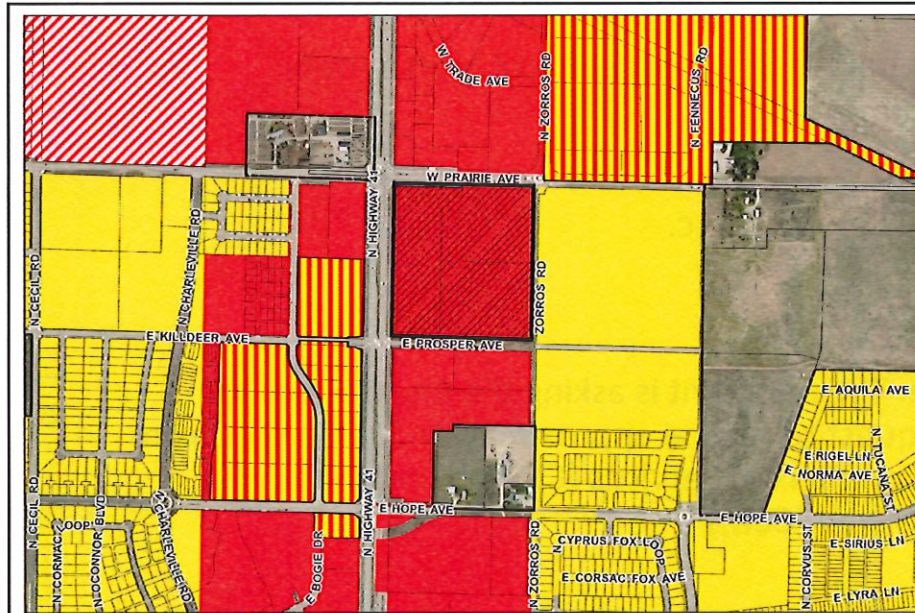
Project Location  
Prairie Medical Campus  
ZONE CHANGE  
ZC-25-2

Post Falls City Boundary  
Tax Parcels  
Subject Site

N



3



# Surrounding Zoning

Zoning Map  
Prairie Medical Campus  
ZONE CHANGE  
ZC-25-2

Post Falls City Boundary  
Tax Parcels  
Subject Site

CCH  
CCS  
TH  
R-1

N



4

**Land Use & Site**

- Currently undeveloped
- Over the Rathdrum Prairie Aquifer

**Water**

- Ross Point Water District

**Wastewater**

- City of Post Falls
- The City has the capacity to provide service and is willing to serve to the property at the requested density

**Traffic**

- Prairie Avenue and State Highway 41 are Principal Arterial Roadways and Critical Arterial Corridors
- Prosper Avenue and Zorros Road are Minor Collectors

**Additional Information**



5

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

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

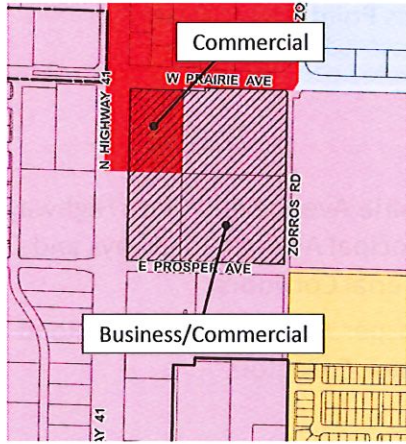
**3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?**

**Zone Change Review Criteria**



6

### Future Land Use Designation



Implementing Zoning District (for Business/Commercial and Commercial – CCM, Per Focus Area

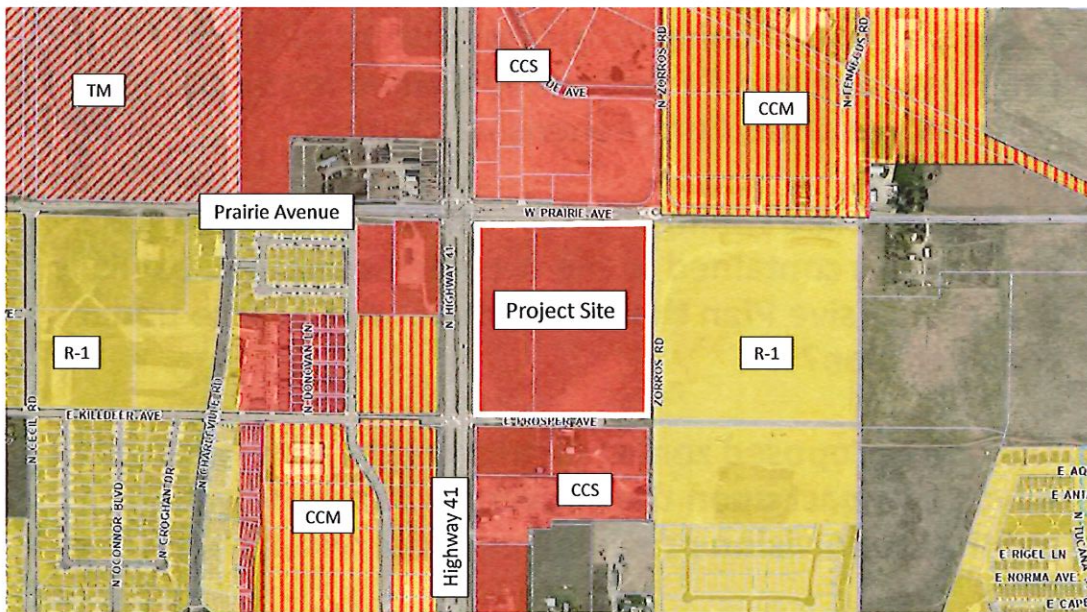
### 41 North Focus Area



## Future Land Use Designation/Focus Area



7

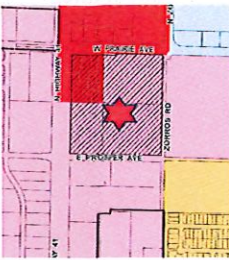


## Zoning/Surrounding Area



8

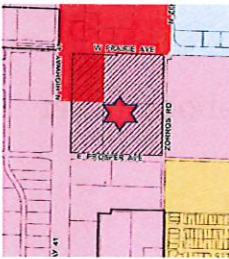
# Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 <p><u>Business/Commercial and Commercial</u></p>	<p><u>41 North</u></p> <p>The Highway 41 corridor to rival Seltice with retail, mixed-use residential, and services.</p> <p>Residential development has been predominant and is likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, and land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services.</p>	<p>[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health</p>	<p>[P.02]: Apply or revise zoning designations with careful consideration of factors including:</p> <ul style="list-style-type: none"> <li>Future land use mapping;</li> <li>Compatibility with surrounding land uses;</li> <li>Infrastructure and service plans;</li> <li>Existing and future traffic patterns;</li> <li>Goals and policies of the comprehensive plan, related master plan and/or facility plans.</li> </ul>
<p><i>Both designations provide variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.</i></p>			



9

# Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 <p><u>Business/Commercial and Commercial</u></p>	<p><u>41 North</u></p> <p>The Highway 41 corridor to rival Seltice with retail, mixed-use residential, and services.</p> <p>Residential development has been predominant and is likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, and land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services.</p>	<p>[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.</p>	<p>[P.8]: Encourage compatible infill development and redevelopment of under-utilized properties within City limits.</p> <p>[P.86]: With the local business community, work to enhance, sustain and diversify the local economies base by supporting opportunities related to business "campus" and mixed-use models, and attracting new businesses and clean industry.</p>
<p><i>Both designations provide variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.</i></p>			



10

**3. 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?**

## Zone Change Review Criteria



11

- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Conoco Inc. (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Verizon
- Idaho Department of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Time Warner Cable
- PF Police Department
- Utilities
- Urban Renewal Agency
- Kootenai County Planning
- KMPO

## Agencies Notified



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**[PA-1] Post Falls School District – Remain neutral**

**[PA-2] Kootenai County Fire and Rescue – To coordinate at the time of development**

**[PA-3] Post Falls Highway District – No comments**

**[PA-4] Urban Renewal – Supports Zone Change**

**[PA-5] Phillips 66 – No facilities within the vicinity**

**[PA-6] Department of Environmental Quality – No environmental impact comments**

## Agency Comments



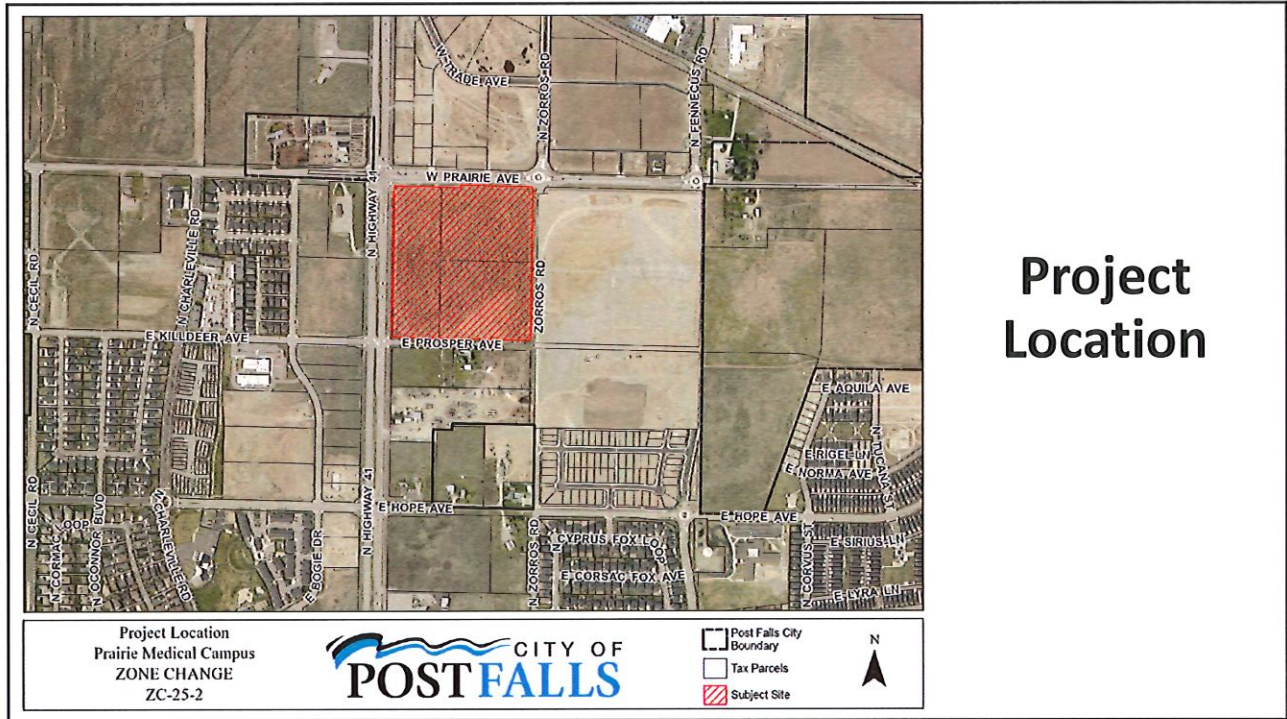
13

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**
- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**
- 3. 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?**

## Zone Change Review Criteria



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# Project Location

**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARINGS  
MEETING DATE: 3/3/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Justin Sauder, Associate Planner  
**SUBJECT:** Gaul Annexation (ANNX-25-1)

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**ITEM AND RECOMMENDED ACTION:**

This agenda item is a public hearing on a request to annex four parcels totaling approximately 7.76 - acres located at the southeast corner of North Cecil Road and East 16th Avenue and the related annexation agreement. The hearing also addresses a request to zone the parcels as Residential Mixed (RM). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the property and if the adopted zone change criteria have been met for the requested zoning designation.

**DISCUSSION:**

The applicant, Ace Solutions, is requesting the City Council annex four parcels totaling approximately 7.76 acres, located at the southeast corner of North Cecil Road and East 16th Avenue, and zone the property as Residential Mixed (RM). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):

1. Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. 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?

Next Steps:

After the hearing, staff will draft a final written decision based on the council's motion to approve or deny. The final decision will be returned to council in approximately 1.5 months for review and approval. If the annexation is approved, staff will direct the applicant to finalize the grants of easements and rights of way along with any changes to the annexation agreement. Those items will be returned to the council, along with the annexation ordinance, in approximately 3-6 months, however, under Municipal Code Section 18.20.090, the applicant has up to 1 year to return the signed documents to the city.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

On February 10, 2026, the Planning and Zoning Commission recommended assigning the Residential Mixed (RM) zoning designation if City Council decides to approve the proposed annexation.

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

N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. Gaul Annexation CC Staff Report (ANNX-25-1)
2. Exhibit PA-6 Phillips 66 Comments\_Gaul ANNX-25-1 (2)
3. Exhibit PA-7 ITD Comments\_Gaul ANNX-25-1
4. Exhibit PA-8 DEQ Comments\_Gaul ANNX-25-1
5. Exhibit PA-9 PFHD Comments\_Gaul ANNX-25-1
6. Gaul Annexation City Council Presentation (ANNX-25-1)

**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** February 13, 2026  
**TO:** POST FALLS CITY COUNCIL  
**FROM:** JUSTIN SAUDER, ASSOCIATE PLANNER • [jsauder@postfalls.gov](mailto:jsauder@postfalls.gov) / 208-457-3336  
**SUBJECT:** STAFF REPORT FOR THE MARCH 3, 2026, CITY COUNCIL MEETING  
GAUL ANNEXATION ANNX-25-1

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**INTRODUCTION:**

Ace Solutions, on behalf of the property owners, is requesting approval to annex approximately 7.76-acres consisting of four separate parcels within the City of Post Falls with a zoning request of Mixed Residential (RM) per Exhibit A-2. The City Council must conduct a public hearing to review the proposed zoning as part of the annexation proposal per the Legislative review criteria for annexations and the Quasi-Judicial Zone Change review criteria contained in Post Falls Municipal Code Section 18.20.100.

Annexation is a legislative process where the City Council determines whether annexing property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative)

Is the annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial)

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. 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?

The Planning and Zoning Commission forwarded a recommendation of RM on February 10, 2026.

**PROJECT INFORMATION:**

**Project Name / File Number:** Gaul Annexation File No. ANNX-25-1

**Owners:** Treva and Nolan Gaul

**Applicant:** Ace Solutions

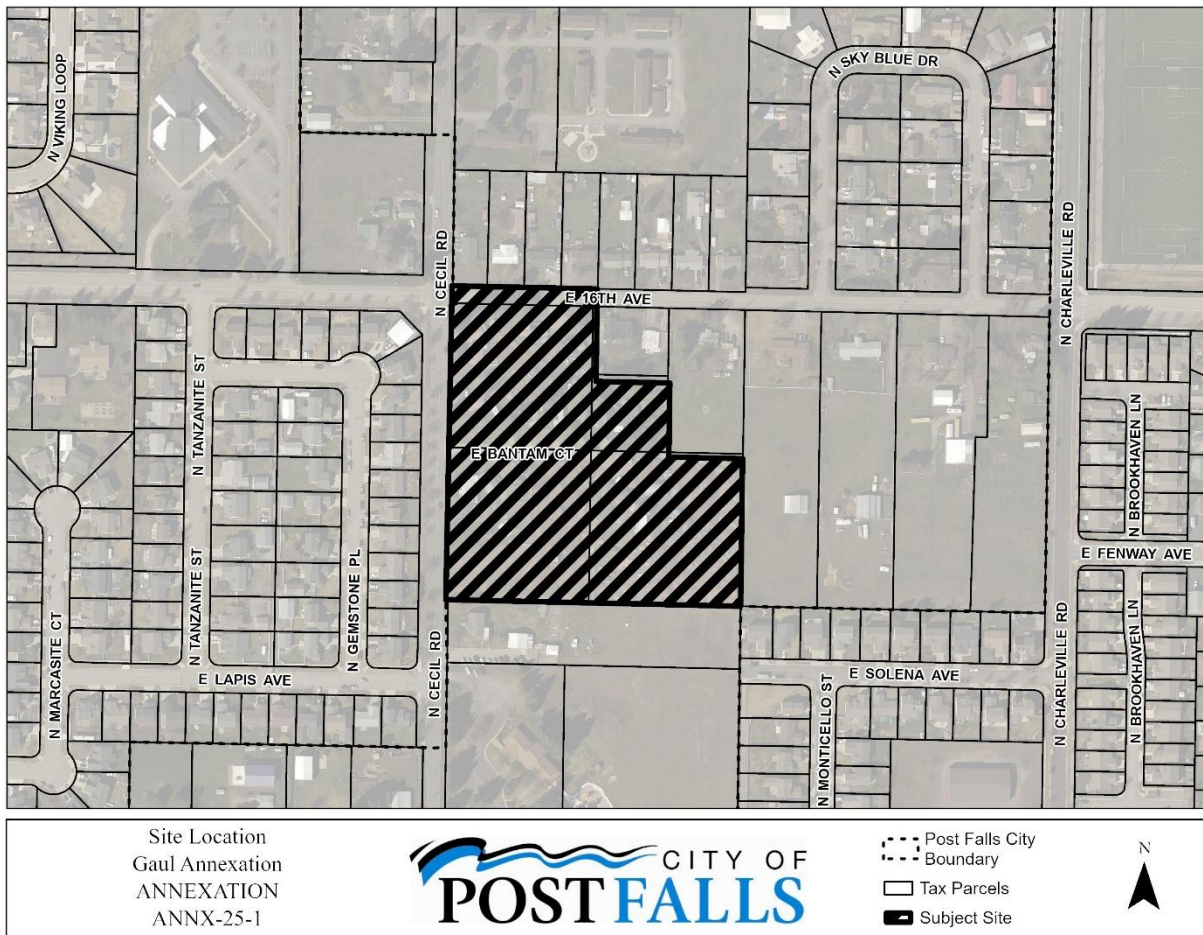
**Project Description:** Annex approximately 7.76-acres within the City of Post Falls with a zoning request of Mixed Residential (RM).

**Project Location:** The properties are generally located on the southeast corner of North Cecil Road and East 16<sup>th</sup> Avenue.

**AREA CONTEXT (proposed site hatched red below):**

**Surrounding Land Uses:** Surrounding the subject site is predominately single-family residential. Located to the north, south and east is single-family uses on larger lots within Kootenai County. Directly west across North Cecil Road is the Jasper Meadows subdivision in the Single-Family Residential (R1) zone.

**Area Context Vicinity Map:**



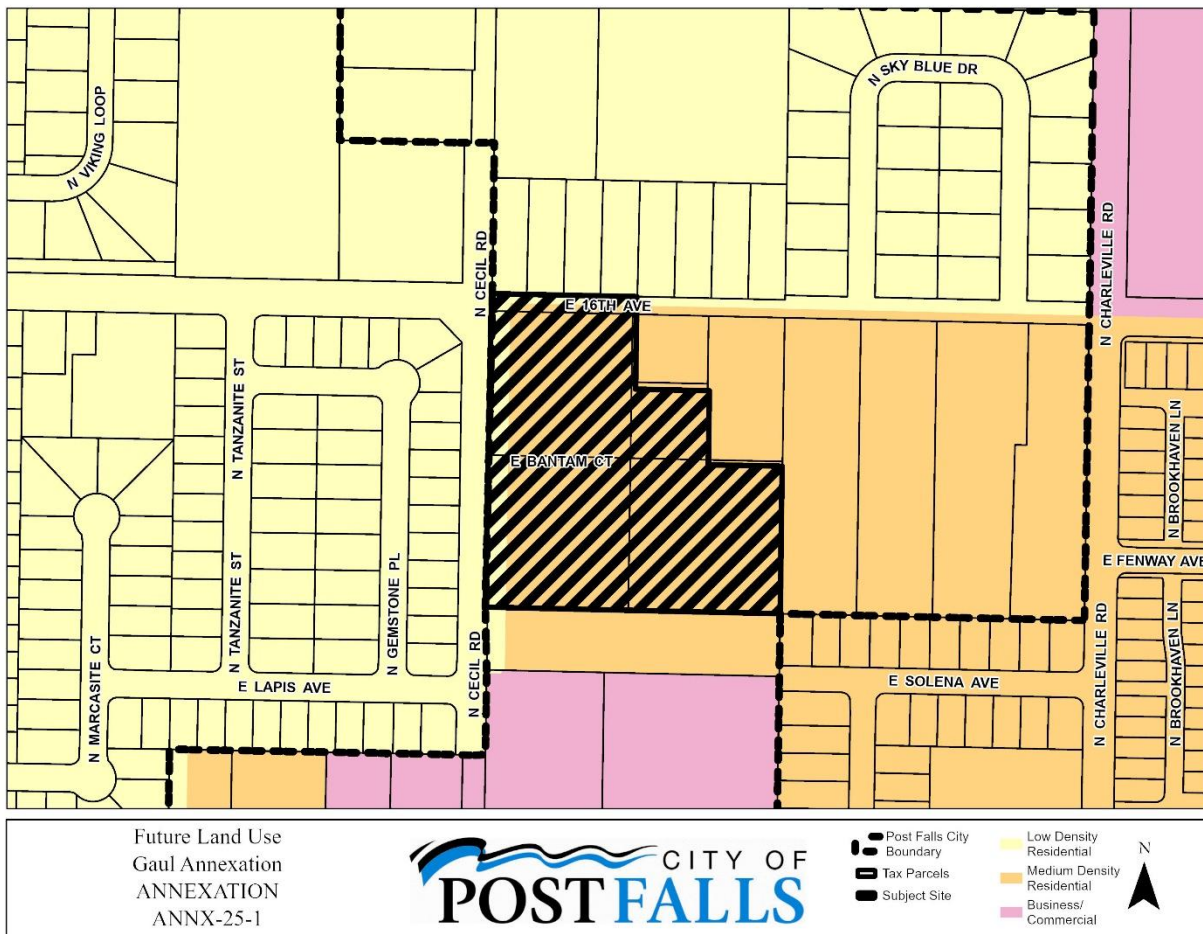
**EVALUATION OF ZONING APPROVAL CRITERIA:**

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria provides the framework for decision making for the City Council.

**ZONE CHANGE REVIEW CRITERIA**

**1. 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 Future Land Use Map classifies this property within the land use designation of **Medium Density Residential** (see following image). This category encompasses all types of residential uses between five and 16 dwelling units per acre and also supports land uses such as nursing care facilities, parks, schools, and public facilities. Densities may vary as appropriate location, street and infrastructure capacities, planned development patterns and compatibility with existing development. Use patterns blending commercial and residential may be considered in areas as they develop, providing they feature higher traffic volumes, and/or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods. The following are the Implementing Zone Districts: R-2, R-3, **RM**, SC4, Per Focus Area.



The proposed annexation is located within the Central Island Focus Area, which states the following:

A particular challenge for Post Falls has been the incorporation of "county islands" into City Limits, particularly in this portion of town. A mix of agricultural uses and large-lot single-family uses has remained in place for decades, resistant to surrounding development pressures. As it transforms over time, challenges will include struggles to match and blend street network design and

connections, ensure land use compatibility, and orchestrating improvements to utility systems. Successful development of this area and incorporation into City Limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context. This area could benefit from a sub-area transition plan to ease the incorporation of these "county islands" into City Limits.

The follow items affirm or guide development of key policies for this area, or suggest future action items for the Infill context area:

- Seek means to generate a transition plan for this subarea;
- Promote infill development in this context area;
- Prioritize annexation opportunities;
- Support development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails;
- Focus growth of higher-density residential uses near higher-classified roadways; and,
- Focus provisions for commercial uses along arterial/collector streets where traffic volumes exceeds 4,000 vehicles per day.

Staff Comment: The applicant intendeds to develop the property with a medium density residential single-family cottage development with a small amount of commercial located at the north end of the property. The target density of R-2 would be consistent with the Future Land Use designation of Medium Density Residential as well as other single-family homes in the immediate vicinity. The project site is surrounded by single-family development to the north, south, east, and west. As such, the proposed RM zone with medium density residential would be compatible with properties within the vicinity. By providing a small amount of office and retail space, the applicant hopes to create an environment where residents can have easy access to retail services and entertainment such as a restaurant, a convenience store, or a local small business opportunity. There are also three churches within the immediate vicinity and apartments further north that may increase the benefit from a small neighborhood commercial use.

Annexation of the property may promote infill development while maintaining the general characteristics of properties within the immediate vicinity. The annexation may also help facilitate better pedestrian connectivity in the area as both Cecil Road and 16<sup>th</sup> Avenue would be improved at the time of development of the parcels with interconnected sidewalk. Additionally, referencing the focus area, both Cecil Road and 16<sup>th</sup> Avenue are Major Collector roadways with anticipated design capacities of 4,000-12,000 vehicles per day. From traffic counts conducted in 2023; Cecil Road average daily traffic (ADT) exceeds 4,000 vehicle trips per day and 16<sup>th</sup> Avenue traffic volumes exceed 3,000 trips per day. It should be noted that these recorded volumes may be impacted by the SH41 construction that was ongoing at the time of the traffic count and the results skewed slightly higher on Cecil Road and slightly lower on 16<sup>th</sup> Avenue. Model projections for both roadways anticipated 4,000 to 6,000 trips per day by the year 2045, within the design parameters for the roadway classification. The site is also within a half mile to Highway 41 with Cecil Road serving as a "backage" road to SH41 (SH41 Corridor Master Plan) and 16<sup>th</sup> Avenue being a signalized connection to SH41.

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

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments. The following goals may or may not assist with this zone change request.

**Goal 1:** Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits. The RM zone can deliver attainable housing choices for the workforce in the form of a cottage homes. Diversifying Post Falls housing stock may assist sustaining a balanced and resilient economy for Post Falls. Within the recent 2025 Housing Needs Analysis report, Homeownership Strategy #2 encourages the diversification of housing types to meet community needs.

In addition, a neighborhood commercial development may also contribute to the fiscal health of the City by providing an opportunity for new businesses or an existing local businesses to expand.

**Goal 5:** Keep Post Falls’ neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active and aesthetically pleasing. A diverse set of policies have been included in the Comprehensive Plan to support this goal such as, encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

**Goal 7:** Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

**Goal 12:** Maintain the City of Post Falls’ long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls’ obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide ratepayers with efficient, effective services now and in the future. The proposed annexation that is within an infill development area could be considered an efficient and effective measure to provide housing closer to City provided infrastructure and services. The following policies may or may not assist with this annexation request.

**Policy 1:** Support land use patterns that:

- Maintain or enhance community levels of service.

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community.

Staff Comment: Additional housing and neighborhood commercial business may help further long-term fiscal health of the City through supporting both the Industrial and Commercial employment/commerce objectives. Diversification of Post Falls housing stock may assist sustaining a balanced and resilient economy as this may assist maintaining and expanding the employment base residing in Post Falls. Businesses are attracted to areas with an educated, skilled, and available workforce, which available housing has a synergetic role.

- Maintain and enhance resident quality of life.

Staff Comment: Annexing as requested in the City may assist improving the resident's quality of life through further development. Being in a county island, much of the area has county roads without urban improvements such as sidewalks and multi-use trails, which may be a less than desirable scenario compromising public safety. Upon annexation and development could help enhance quality of life through providing improvements that are lacking in this area. Additionally, there are numerous commercial uses within a mile from this site along Highway 41 or Mullan Avenue.

- Promote compatible, well-designed development.

Staff Comment: Development will be required to meet City design standards.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts, sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to comply with the relevant agreements, city processes and land use action proposals.

**Policy 2:** Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: As cited earlier, there are apartments, three churches, and other

single family uses that would be considered compatible with the proposed single-family cottage homes and neighborhood commercial at the proposed location. The request of RM and would be compatible with the surrounding land uses.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located within 300-600 feet of the property's eastern boundary at the intersections of 16<sup>th</sup> Avenue and Tanzanite Street and at Lapis Avenue and Cecil Road. Sewer flow from this site would discharge to the 3<sup>rd</sup> Avenue Lift Station which has current capacity to service the site at the requested zoning. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service, and the City is willing to serve to the property at the requested density.

Existing capacity is not a guarantee of future service. Existing septic systems would be required to be decommissioned with development, in conformance with Panhandle Health requirements.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

The Site is currently provided water service from the Ross Point Water Association.

- Existing and future traffic patterns.

Staff Comment: The property is located in the southeast corner of the intersection of 16<sup>th</sup> Avenue and Cecil Road.

Both roadways are classified as Major Collector roadways and are currently configured as two-lane roads. Modeling within the current Transportation Master Plan indicate over 60% of roadway capacity is available in the current configuration. Modeled traffic volumes for 2035 indicates acceptable levels of service, with anticipated roadway improvements.

To accommodate projected traffic volumes and distribution for the year 2035; both 16<sup>th</sup> Avenue and Cecil Road would require widening, at the time of site development, to the Major Collector configuration. Dedication of rights-of-way and easement for a Major Collector roadway would be required at the time of annexation:

- Cecil Road Rights-of-way: 85-foot roadway, measured from the existing western rights-of-way line of Cecil Road.
- Cecil Road Easement: 10-foot sidewalk, drainage and utility easement adjacent to the rights-of-way dedication.
- 16<sup>th</sup> Avenue Rights-of-way: 85-foot roadway, 42.5-foot (half-roadway) measured from the existing quarter section line in 16<sup>th</sup> Avenue.
- 16<sup>th</sup> Avenue Easement: 10-foot sidewalk, drainage and utility easement adjacent to the rights-of-way dedication.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this embedded within the analysis of the staff report.

**Policy 8:** Encourage compatible infill development and redevelopment of vacant and underutilized properties within City limits.

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having the proposed annexation area approved to be incorporated into the City and the proposed rezone may help provide an opportunity to meet this policy.

**Policy 9:** Encourage annexation of County “islands” within the City, with priority given to areas:

- Surrounded by incorporated areas.

Staff Comment: The site is currently within a County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer. Sanitary sewer which is located withing 300-600 feet of the property. The City has capacity and is willing to provide service to the site. Ross Point Water is the water purveyor for the site.

16<sup>th</sup> Avenue and Cecil Roadway are classified Major Collector roadways with partial completion of urban improvements, in the vicinity, that have been completed with other projects in the area. Development of the property aids long term traffic operations in the area.

- That support increased development intensity near the urban core.

Staff Comment: The site is located within a mile from commercial services along Highway 41 and Mullan Avenue.

**Policy 14:** Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

**Policy 15:** Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Staff Comment: Annexation of the subject site with the RM zoning request would help provide land for future housing needs in an area projected to be incorporated into the city.

**Policy 26:** Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along North Cecil Road and East 16<sup>th</sup> Avenue.

**Policy 33:** Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: Upon development of a subdivision, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and help to create further pedestrian connections through sidewalks and trails.

**Policy 45:** Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools, and emergency services.

Staff Comment: Compliance with associated master plans has been outlined previously within this staff report. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements.

Staff Comment: Dedication of additional rights-of-way and associated easements have been previously addressed and will be described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors.

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

- Timing that supports orderly development and/or coordinated extension of public

services.

Staff Comment: The property is abutting the City of Post Falls on one side. Utilities are reasonably located (300 to 600 feet) from the property and capable of providing service to the property. Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this section.

**Policy 71:** Promote the planting and protection of trees citywide, helping.

Staff Comment: Frontage improvements associated with future development, including the planting of street trees and adequate irrigation, are required. Policy 71 may be met through these plans as existing trees are assessed and any new proposed trees to help identify the below bulleted items.

- Beautify and enhance community value.
- Provide shade and comfort.
- Affirm the city’s association with the outdoors and its historic origins.
- Provide wildlife habitat.

**Policy 72:** Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. With site redevelopment, existing septic systems will be removed from service. Stormwater management will be reviewed through the subdivision review process.

**3. 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 Comment: There have been no identified “Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city” at this time.

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	Coeur d’Alene Press
Post Falls School District	Post Falls Highway District	Utilities (W/WW)
Kootenai Electric	Kootenai County Fire	Department of Environmental Quality
Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District

KMPO	Kootenai County Planning	Yellowstone Pipeline Co.
Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom
Ziply Fiber	Spectrum	Coeur d'Alene Garbage

**PLANNING AND ZONING PUBLIC AGENCY COMMENTS:**

- Exhibit PA-1 Post Falls School District – Remains Neutral
- Exhibit PA-2 Kootenai County Fire and Rescue – Will coordinate at the time of development
- Exhibit PA-3 Kootenai County Community Development – No comments
- Exhibit PA-4 Yellowstone Pipeline Company – No facilities within the area
- Exhibit PA-5 Department of Environmental Quality – No environmental impact comments

**PUBLIC PROCESS:** On February 10, 2026, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Residential Mixed (RM) to be considered with the annexation application by the City Council. The Planning and Zoning Commissions Zoning Recommendation includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation were mailed to property owners within 300 feet of the proposed project on February 11, 2026, and sent to appropriate jurisdictions and published in the Coeur d'Alene Press on February 13, 2026. The property will be posted by February 20, 2026.

**MOTION OPTIONS:** The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 7.76-acres and if the adopted zone change criteria have been met for the zoning designation of Residential Mixed (RM). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

**ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:**

1. Dedication of Rights-of-way and easements along 16<sup>th</sup> Avenue
  - a. 42.5-foot ½ road rights-of-way (measured from existing quarter section line in 16<sup>th</sup> Avenue)
  - b. 10-foot sidewalk, drainage, and utility easement
2. Dedication of Rights-of-way and easements along Cecil Road
  - a. 85-foot road rights-of-way (measured from existing western rights-of-way line for Cecil Road)
  - b. 10-foot sidewalk, drainage, and utility easement
3. At the time of site development, existing septic systems shall be decommissioned in conformance with Panhandle Health requirements. Any buildings, identified to remain would be required to connect to City Sanitary Sewer and pay current Capacity Fees at the time of site development.

**ATTACHMENTS:****Applicant Exhibits:**

- Exhibit A-1 Application
- Exhibit A-2 Narrative
- Exhibit A-3 Vicinity Map
- Exhibit A-4 Authorization Letter

**Staff Exhibits:**

- Exhibit S-1 Vicinity Map
- Exhibit S-2 Zoning Map
- Exhibit S-3 Future Land Use Map
- Exhibit S-4 P&Z Minutes
- Exhibit S-5 P&Z Zoning Recommendation
- Exhibit S-6 Annexation Agreement

**Planning and Zoning Commission Agency Testimony**

- Exhibit PA-1 PFSD Comments
- Exhibit PA-2 KCFR Comments
- Exhibit PA-3 KCCD Comments
- Exhibit PA-4 Phillips 66 Comments
- Exhibit PA-5 DEQ Comments

## ANNX-25-1

Annexation

Status: Active

Submitted On: 2/26/2025

## Applicant

 ACE Solutions

## Application Information

Did an Annexation Pre-app take place?\*

Yes

Applicant Type\*

Engineer

Description of Project/Reason for Request\*

Residential mixed – cottage homes and neighborhood commercial

Existing Zoning\*

Agricultural

Adjacent Zoning\*

R-1

Current Land Use\*

Residential

Adjacent Land Use\*

R2

Proposed Zone\*

RM

## Owner Information

**Name\***

**Company**

Nolan and Treva Gaul

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## Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing. \*



I (We) the undersigned do hereby make application for the land use action contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer. \*

Kathleen Landsiedel

Feb 18, 2025



March 2025

## Gaul Annexation

### Overview

The four subject properties are located on the east side of N Cecil Road on the south side of 16th Street in SE1/4, Section 36 Township 51N, Range 5 W, Boise Meridian, Kootenai, Idaho. The four subject properties; 0640036036AD, 0640036036AE, 0640036036AG, and 0640036036AC; are combined 7.76 acres of already developed land.

### Current Zoning

The subject parcels are currently in Kootenai County and are zoned Agricultural.

### Proposed Zoning

The owners plan on building a mainly residential subdivision, with some small, limited commercial property, and are asking for Residential Mixed (RM) zoning under the City of Post Falls Ordinance. The total density would not exceed the "R2" zoning designation.

The nearest adjacent developments to the west are within the city limits of Post Falls and are zoned Single-Family Residential (R1). All remaining sides of the subject properties face parcels within Kootenai County and are zoned Agricultural. Remaining developments in the vicinity are zoned Medium Density Residential (R2), and Community Commercial Services (CCS).

### Current Parcel Conditions

Currently the subject parcels are already developed with houses. The subject properties include single-family homes, mobile homes, a Private Road called E Bantom Court, and farm outbuildings throughout.

### Land Use

The subject properties would support a medium density residential cottage development with a small amount of commercial land located at the north end of the property.

The proposed land use designation of Residential Mixed, with a target of R-2 density, is compatible with the City's future land use designation of Medium Density Residential as shown on the 2020 City of Post Falls Future Land Use Map.

By providing a small amount of office and retail space, the result hoped for will be a low-key atmosphere and a good environment. A smaller amount of office and retail space will allow residents to have easy access to retail services and entertainment such as a restaurant, a convenience store, or local small business opportunity.

Per the comprehensive plan, in areas of higher traffic volumes, patterns blending commercial and residential may be considered as appropriate. This parcel is located near other higher-density residential lots and is not far from highway 41 where higher density residential and commercial lots are located.

The subject properties do have access to a local elementary school and a local high school via roads, sidewalks, and paths.

Kootenai Fire and Rescue provides protection for this parcel. This property is surrounded by roadways providing quick and easy access for emergency services.

### **Comprehensive Plan:**

This project will meet the goals and policies of the comprehensive plan and be demonstrated here. The goals and policies are in italics followed by the answer of how this project will meet these goals.

The subject properties fall within the Central Island Focus area per City 2020 Comprehensive Plan. Table 1.03 and Appendix A describes the area as such:

*A particular challenge for Post Falls has been the incorporation of "county islands" into City Limits, particularly in this portion of town. A mix of agricultural uses and large-lot single-family uses has remained in place for decades, resistant to surrounding development pressures. As it transforms over time, challenges will include struggles to match and blend street network design and connections, ensure land use compatibility, and orchestrating improvements to utility systems. Successful development of this area and incorporation into City Limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward thinking integration of the land into its surrounding context. This area could benefit from a sub-area transition plan to ease the incorporation of these "county islands" into City Limits.*

*The following items affirm or guide development of key policies for this area, or suggest future action items for the Infill context area:*

- *Seek means to generate a transition plan for this subarea;*

By annexing this property into city limits, it will further transition this subarea from county within the city to fully within the city limits. The current owners will benefit from the annexation.

- *Promote infill development in this context area;*

Allowing the RM zoning will promote infill while maintaining the characteristics of neighboring lots.

- *Prioritize annexation opportunities;*

Current owners are seeking to annex into the city. This is an opportunity to annex this property without unnecessary hassle.

- *Support development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails;*

Development of this parcel will extend interconnected sidewalks on the south side of 16<sup>th</sup> avenue, and add sidewalks to the east side of Cecil road. Both will increase overall pedestrian connectivity and safety.

- *Focus growth of higher-density residential uses near higher-classified roadways;*

The parcel fronts both Cecil Road and 16<sup>th</sup> avenue, two higher-use roadways, and is close to highway 41 and Mullan Avenue.

- *Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.*

Both Cecil Road and 16<sup>th</sup> Avenue exceed 4000 vehicles per day.

Development of the subject properties as Residential Mixed (RM) zoning district would provide the type of residential growth planned for this area by promoting infill development in this context area, support development patterns that are interconnected with the surrounding area, provide pedestrian connectivity to all multi-use paths and trails, and focus growth of higher-density residential uses near Highway 41 and Cecil Street.

## **Street Access**

This proposed development is currently accessible from Cecil Road via Bantam Court. Additional access from 16th Street will be provided. Right of way dedication for existing rights of way and new roadways will occur with the development of the subject properties.

## **Utilities**

Appendix B: "Goals"

*Maintain and Improve the City's water and sewer infrastructure, anticipating future needs regarding population and regulatory conditions. [G.15]*

Currently there is a city sewer service in the vicinity of the subject properties. This project will extend sanitary sewer and water service into the proposed development.

## **Domestic Sanitary Sewer**

With this annexation request the owners are asking for the City of Post Falls to serve the development with wastewater collection. Residences of the vicinity are currently served by individual septic tank systems with drain fields. City wastewater service extension to serve the subject properties may be continued from Solena Ave with the creation of an easement or may be continued from Lapis Avenue via Cecil Street.

## **Domestic Water**

Ross Point Water services to serve the development may be continued from Solena Avenue with the creation of an easement or extended from Cecil Street. Upon annexation of the subject properties, the owners will request services from Ross Point Water. The following points of emphasis come from Appendix B of the comprehensive plan

1. *Maintain and Improve the City's water and sewer infrastructure, anticipating future needs regarding population and regulatory conditions. [G.15]*  
Upon annexation and zone map amendment, the subdivision will be fully designed with utility services implementing best management practices. Stormwater will be collected and treated on site. All stormwater runoffs will be attenuated on site. There will be irrigation installed for the open spaces. Stormwater, landscaping and irrigation will be maintained by a homeowner's association.
2. *On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application. [P.47]*  
The owners of the property are aware that they will have to give up their water rights once the property is annexed into the city.
3. *Promote and support water conservation measures in the city and throughout the region. [P.73]*  
The owners are aware of the need for water conservation through the homeowner's association via conservation design that uses water conservation balanced with well-kept landscapes and open spaces. The proposed development will support water conservation through design.

## **Open Space**

The intention of the owners is to provide a large amount of open space without maximizing building density and to provide pedestrian and bicycle connections to multi-use paths, trails, and planned open spaces.

All open spaces will have trail access through them and will connect to sidewalks and paths with wide open corridors to ensure safety and ease of access. The paths, sidewalks and open spaces will be lit by additional lighting to ensure safety and to promote use.

## **Environmental:**

### **Area Wetlands**

There are no wetlands on or near the parcel. The national wetlands inventory map and a site inspection has confirmed this. The subject properties are part of an “island” of Kootenai County that lies within the Post Falls/Huetter Impact Area.

## **Public Services**

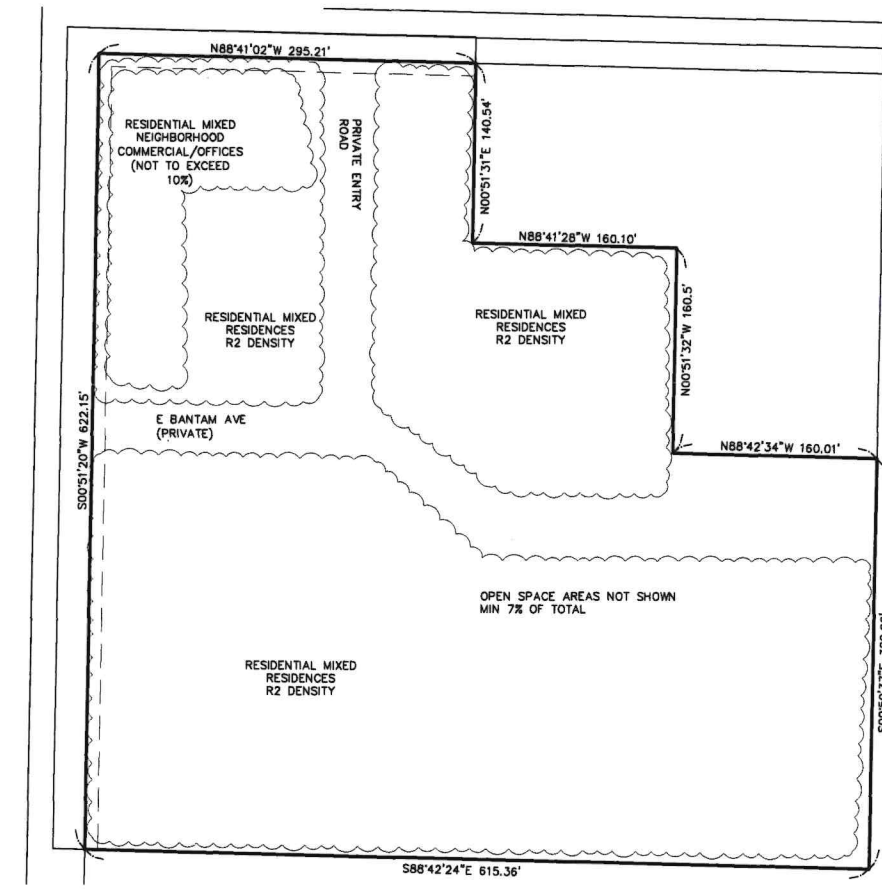
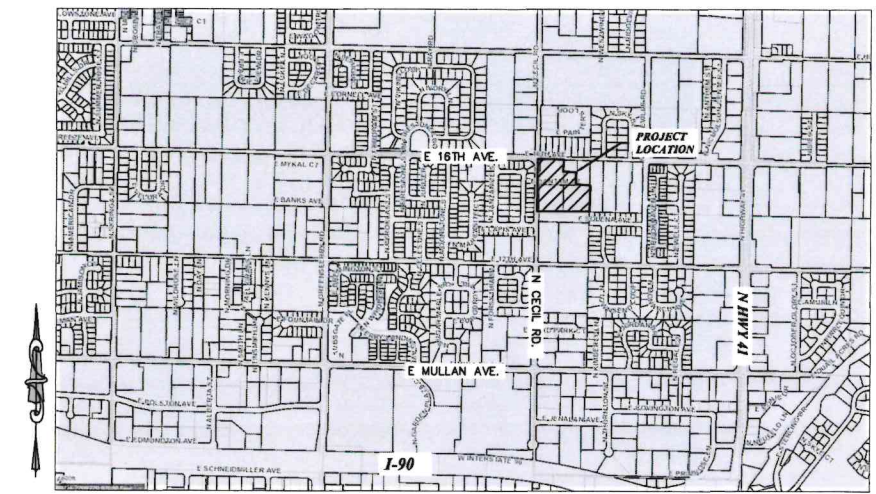
Points of emphasis from Appendix B:

- 1. Maintain infrastructure and personnel at levels that provide citizens with services that are high quality, effective, and affordable. [P.35]*  
This development will provide the City easements, rights of way, streets, landscaping, parks and all required infrastructure for the City's ownership and public use.
- 2. Promote the use of geographic information systems (GIS) as a means of improving the provision of city services [P.39]*  
This development once built, will provide the necessary GIS information to the city for their use.
- 3. Support regional efforts to conserve energy, promote recycling efforts, and reduce solid waste. [P.83]*  
This development will support regional efforts to conserve energy, promote recycling efforts, and reduce solid waste. This development will incorporate garbage collection and encourage recycling. The street lighting will be the required LED lighting and landscaping will be designed with ease of maintenance and water conservation in mind.

## **Fire**

Kootenai Fire and Rescue provides protection for this parcel. This property is currently surrounded by roadways providing easy and quick access for emergency services.

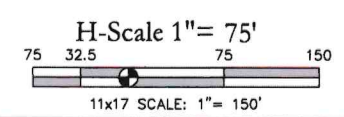
# GAUL ANNEXATION EXHIBIT



LAPIS AVE

EXISTING PARCELS

CONCEPTUAL LAYOUT



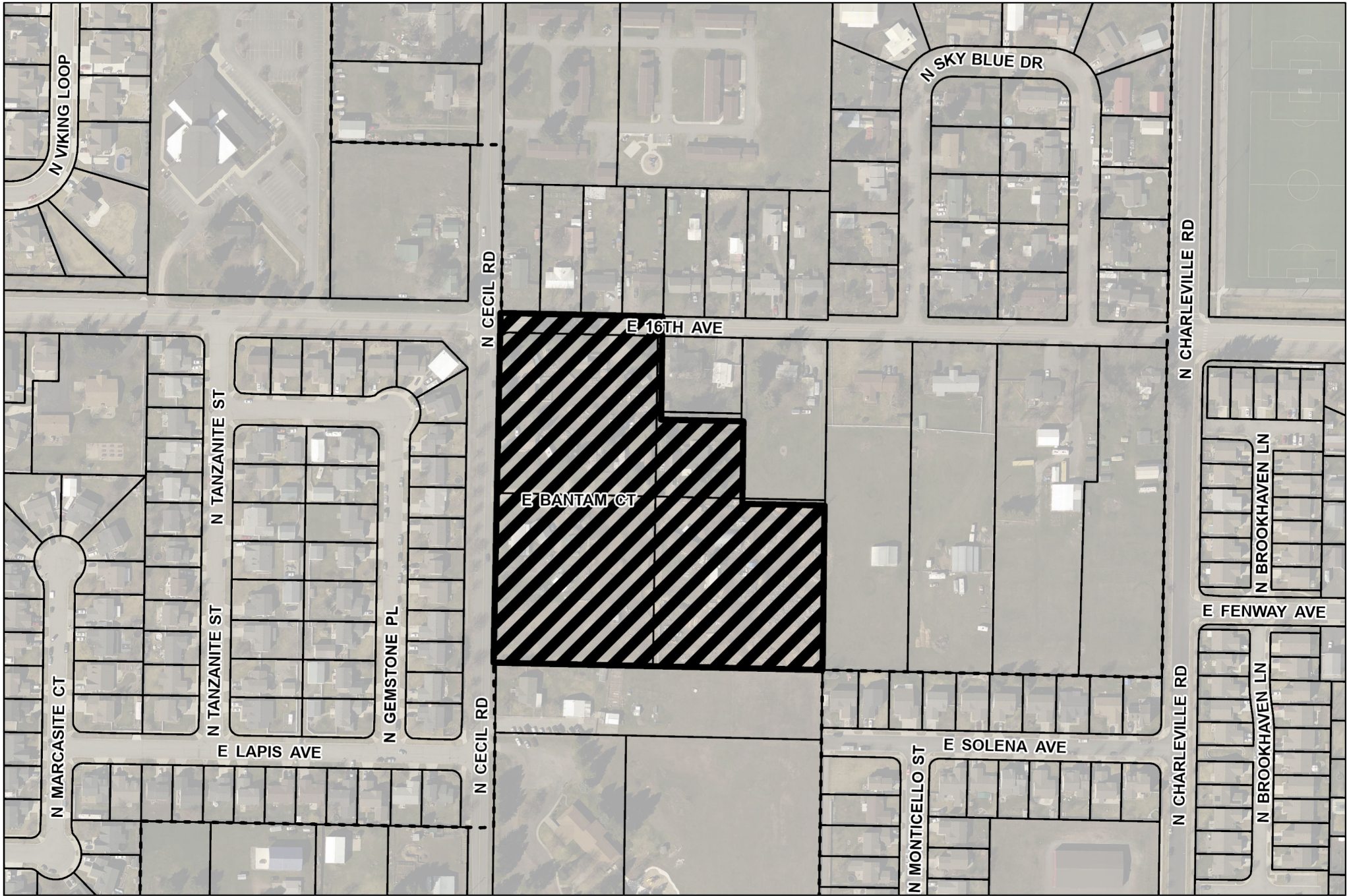
**GAUL ANNEXATION  
ZONING/VICINITY**  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

MARK	DATE	DESCRIPTION

ISSUE DATE: 6/21/14  
 PLOT DATE: 2/26/25  
 DRAWN BY: NWE  
 CHECKED BY: NWE  
 DWG FILE: 23-030  
 PROJ. # 23-030  
 SHEET TITLE:  
**PROPOSED  
ANNEXATION  
EXHIBIT**

**E1**





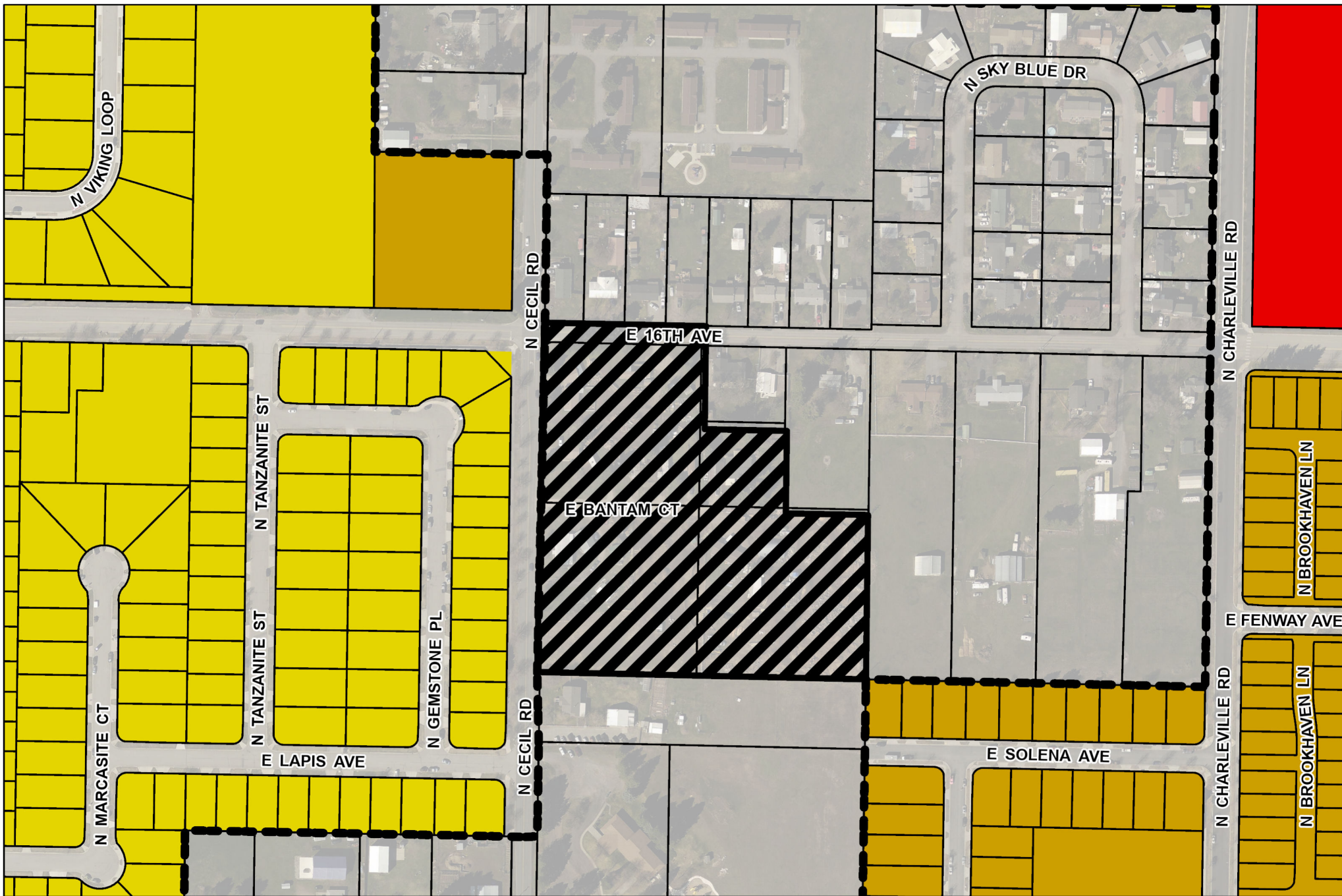
Site Location  
 Gaul Annexation  
**ANNEXATION**  
 ANN-25-1



- Post Falls City Boundary
- Tax Parcels
- Subject Site

N

**Exhibit S-1**  
 Page 194 of 243

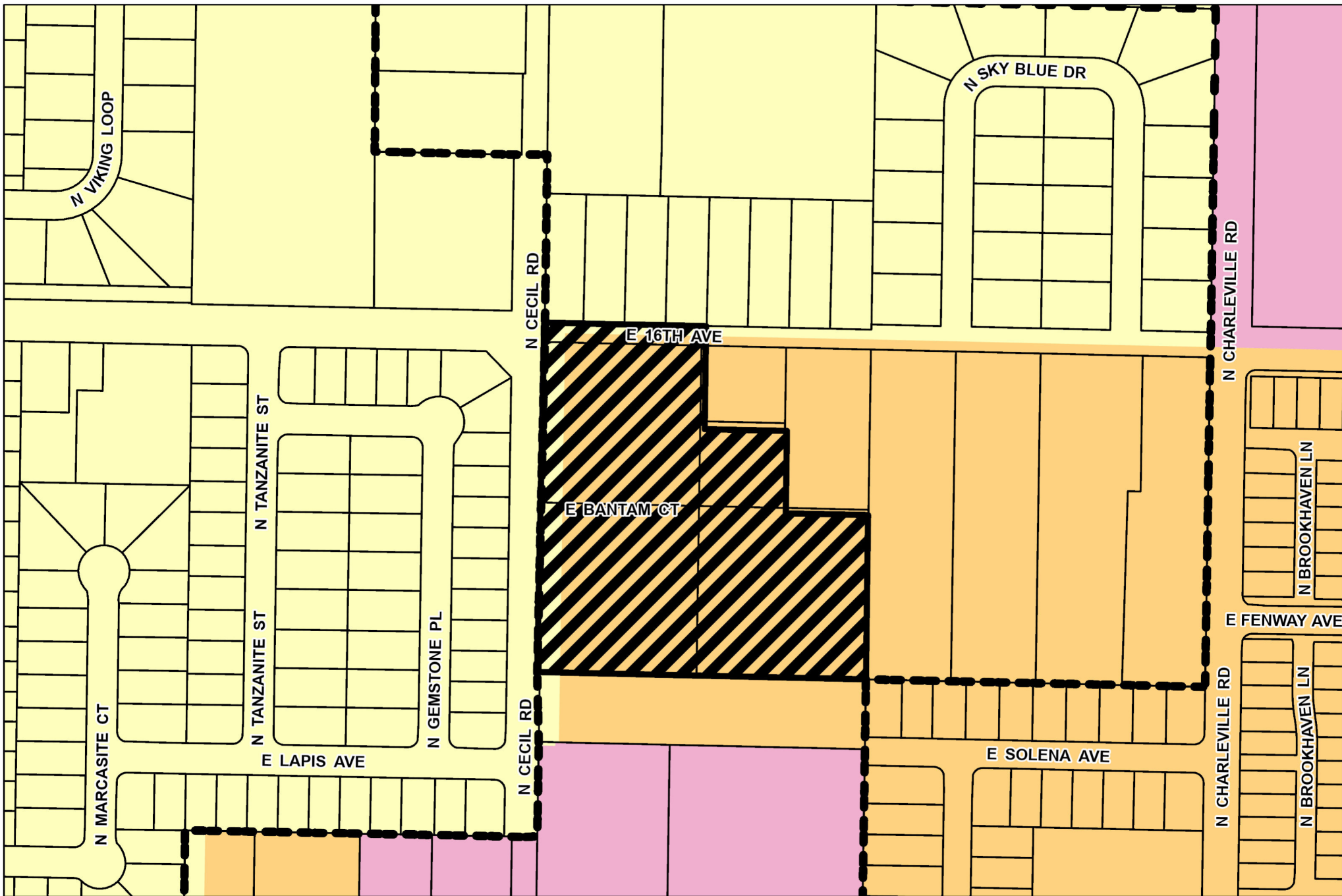


Zoning Map  
 Gaul Annexation  
 ANNEXATION  
 ANNX-25-1



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- CCS
- R-1
- R-2





Future Land Use  
 Gaul Annexation  
 ANNEXATION  
 ANN-25-1



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- Low Density Residential
- Medium Density Residential
- Business/Commercial





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**PLANNING AND ZONING COMMISSION  
MEETING MINUTES**

**November 12, 2025  
5:30 PM**

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

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**REGULAR MEETING – 5:30 PM**

**CALL TO ORDER**

5:30 PM

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS**

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Chris Schreiber, Bobby Wilhelm

Present : Carey, Walton, Steffensen, Schrieber, Wilhelm

Excused: Schlotthauer, Kimball

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

**ACTION ITEM**

Jon Manley, Planning Manager: Reminded the commissioners of the Planning and Zoning Special Meeting scheduled for November 20, 2025. This meeting will be for consent items only and should be a brief meeting.

**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**

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

None

**1. CONSENT CALENDAR**

The consent calendar includes items which require formal Commission action, but which are typically routine or not of great controversy. Individual Commission 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 Commission agenda packet regarding these items and any contingencies are part of the approval.

**ACTION ITEMS:**

- a. Meeting Minutes 10/14/2025

Motion by Commissioner Schrieber to approve the consent calendar as presented.  
Second by Commissioner Wilhelm

Vote:

Carey - Yes, Walton - Yes, Steffensen - Yes, Schrieber - Yes, Wilhelm - Yes,

Motion Carried

## 2. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Commission on an issue that is 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 that 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, by subsequent appointment. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring action must be placed on the agenda of an upcoming meeting. As such, the Commission cannot 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

## 3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

### ACTION ITEMS:

None

## 4. 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. McGuire Annexation File No. ANNX-25-4

**Public Hearing Opened: 5:34 PM**

### Staff Report:

**Justin Sauder, Associate Planner:** Presented the annexation request for approximately 18.11 acres located at the southwest corner of McGuire Road and Poleline Avenue, seeking R-2 (Medium Density Residential) zoning. The site includes four contiguous parcels currently within Kootenai County. Sauder noted compatibility with the Transitional Future Land Use Map designation and the West Prairie Focus Area. Utilities include East Greenacres Irrigation District for water and Post Falls for sewer. The parcels are served by arterial and local roads and are positioned over the Rathdrum Prairie Aquifer. No adverse impacts on services were identified. The proposal supports Comprehensive Plan Goals 1, 7, and 12 and Policies 2, 15, 27, and 33 by promoting infill, walkability, infrastructure upgrades, and aquifer protection.

**Applicant:**

**Ray Kimball, Applicant Representative:** Stated the proposal consolidates four properties to build a detached single-family subdivision in the R-2 zone, comparable to Montrose. Confirmed that duplexes and multifamily would be excluded through the annexation agreement. Emphasized over \$800,000 in pedestrian and road infrastructure improvements and alignment with the Comprehensive Plan. Cited infrastructure availability, housing affordability needs, and benefits of local coordination and infill development.

**Testimony:**

**In Favor (Not Wishing to Speak):**

**Darren Ducot, Coeur d'Alene, ID:** Submitted written comments supporting additional housing opportunities for local families.

**Jeremy Voeller, Post Falls, ID:** Submitted written support for the annexation and zoning.

**Felix Oleynik, Post Falls, ID:** Supported the annexation, citing infrastructure improvements along McGuire as a long-term benefit for the surrounding area.

**In Favor:**

**John Ridenbaugh, Post Falls, ID:** Spoke in support, citing a need for affordable housing to retain younger residents. Emphasized economic benefits and infrastructure funding by developers.

**Wade Jacklin, Coeur d'Alene, ID (Applicant):** Described family history in the area and emphasized that the proposal is locally led, seeking to build quality, modest single-family homes similar to earlier generations. Explained the importance of cohesive infrastructure planning and the long-term benefits to the city.

**Amy Gilmore, Post Falls, ID:** A nearby resident who described safety concerns for children walking to school due to lack of sidewalks. Supported the annexation for pedestrian connectivity and infrastructure improvements.

**Charlie Rens, Post Falls, ID:** Described the project as a "win" for the city due to cost savings from road construction and compliance with utility infrastructure. Supported the project for expanding attainable single-family housing.

**Jason Knox, Rathdrum, ID:** A younger resident of Rathdrum who would like to live in Post Falls. Highlighted housing affordability challenges for younger generations and cited data on regional housing price increases. Testified that increasing housing supply is essential for economic and community viability.

**Neutral:**

**Marilee Owen, Post Falls, ID:** A neighboring property owner who supports annexation but opposed the R-2 zoning request based on concerns about density, infrastructure, and access issues near railroad crossings.

**Opposed (Not Wishing to Speak):**

**Stacy Smith Trust, Post Falls, ID:** Submitted written comments expressing concern about too much building and potential for multifamily housing.

**Cheryl Mossbaugh, Post Falls, ID:** Submitted a letter read into the record, opposing annexation on the grounds that it undermines rural values, family legacy, and the integrity of farmland.

**Paulette and Glenn Cooper, Post Falls, ID:** Cited concerns about taxes, traffic, livestock conflicts, and the character of the rural neighborhood.

**Ashley Tilton and Rick Heinland, Post Falls, ID:** Submitted emails in opposition.

**Clayton Blocker, Post Falls, ID:** Opposed to annexation, citing inconsistency with the county's comprehensive plan.

**Karten Casson, Post Falls, ID:** Submitted questions and objections regarding traffic, density, and lack of communication on annexation.

**Mary Mort, Post Falls, ID:** Opposed R-2 zoning, stating concern over housing density.

**Opposed:**

**Don Leidel, Post Falls, ID:** Opposed based on recent council rejection of a similar annexation, citing road conditions, rural character, and distrust in development pressures.

**Alan Horning, Post Falls, ID:** Cited dangerous traffic conditions on McGuire and opposed R-2 zoning, preferring larger lot single-family homes.

**Gerald Dale, Post Falls, ID:** Opposed annexation, expressing concern about density, lack of infrastructure, and the cumulative effect of growth on rural roads. Testified that a neighborhood survey showed widespread opposition.

**Tim Turrell Sr., Post Falls, ID:** Identified road and utility challenges, including a nearby natural gas line and emergency response issues at rail crossings. Opposed annexation, citing poor timing and infrastructure constraints.

**Debi Vocca, Post Falls, ID:** Criticized reliance on an outdated future land use map and opposed increased housing density. Advocated for preserving larger lots and slower growth.

**Jacob Sink, Post Falls, ID:** Warned of cascading development pressures and political consequences if the annexation proceeds. Testified that he was in favor of smarter, better-timed growth elsewhere.

**Rebuttal:**

**Ray Kimball:** Reiterated only detached single-family homes are proposed. Emphasized proactive annexation to facilitate infrastructure improvements, address housing shortages, and secure right-of-way. Challenged traffic and affordability objections.

**Public Hearing closed at 6:56 P.M.**

**Deliberations:**

Commissioners reviewed zoning consistency and found R-2 compatible with the Comprehensive Plan's Transitional and West Prairie Focus Area designations. They noted the development's alignment with goals for housing diversity, infrastructure investment, and annexation of logical growth areas. Commissioners confirmed no adverse service impacts were reported by agencies.

**Review Criteria:**

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

Yes. The Commission found that the Transitional land use and West Prairie Focus Area support the R-2 zone and that the proposed detached single-family subdivision is consistent with the area's planned development pattern.

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

Yes. The Commission cited support for:

**Goal 6** (transportation infrastructure)

**Goal 7** (housing variety and affordability)

**Policy 2 and 33** (roadway and pedestrian connectivity)

**Policy 15** (attainable housing)

**Policy 72** (aquifer protection through sewer connection)

**3. 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?**

No. The Commission found that all service providers were notified, no objections were received, and no evidence of adverse impacts was presented.

Motion by Commissioner Schreiber to recommend approval of the R2 zone for the Maguire Annexation, file number ANN-25-4, along with a recommendation to limit development to single-family detached housing.

Second by Commissioner Carey

Vote:

Schreiber - Yes, Wilhelm- Yes, Carey- Yes, Steffensen- Yes, Walton- Yes

Motion Carried

- b. Gaul Annexation File No ANN-25-1

Public Hearing Opened: 7:16 PM

**Staff Report:**

**Justin Sauder, Associate Planner:** Presented the annexation request for approximately 7.76 acres located at the southeast corner of Cecil Road and 16th Avenue. The applicant seeks Residential Mixed (RM) zoning for four parcels currently developed with single-family and mobile homes. The area lies over the Rathdrum Prairie Aquifer. Water service will be provided by Ross Point Water District and sewer by the City of Post Falls. The proposal includes right-of-way and infrastructure improvements during development. The Residential Mixed zoning is consistent with the medium density designation in the Comprehensive Plan and the site lies within the Central Island Focus Area. Traffic volumes on adjacent collectors were discussed, and no adverse service impacts were identified. The conceptual plan includes cottage-style homes and limited neighborhood commercial use. The proposal supports goals for infill, housing diversity, and economic resilience.

**Applicant:**

**Nick Ebner, Ace Solutions, Applicant Representative:** Agreed with staff's analysis and clarified intent to develop cottage-style homes with a small (10%) commercial element. Stated no high-density multifamily is planned and expected density is close to R2. Confirmed utility access is available and offered to install a six-foot vinyl fence on the southern property boundary at a neighbor's request.

**Testimony:**

**In Favor:**

**Anthony Bennett, Post Falls, ID:** (not wishing to speak): Submitted written comment supporting housing affordability and infrastructure improvements.

**Treva Gaul, Applicant:** Stated long-time family ownership and desire to offer small, downsized homes with optional small-scale commercial uses like a bakery. Emphasized neighborhood character and thoughtful development.

**Opposed:**

**Patricia Murphy, Post Falls, ID:** Opposed annexation and RM zoning, citing incompatibility with the single-family neighborhood. Raised concerns about increased traffic on 16th Avenue, lack of sidewalks, and insufficient infrastructure for the proposed uses. Urged commercial development be located elsewhere.

**Rebuttal:**

None.

**Deliberations:**

Commissioners reviewed zoning consistency and found the RM zone compatible with the Future Land Use Map and Central Island Focus Area. They noted the development's alignment with goals for housing diversity,

infrastructure investment, and annexation of logical growth areas. Commissioners confirmed no adverse service impacts were reported by agencies.

**Review Criteria**

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

Yes. The Commission found that Residential Mixed zoning is consistent with the medium density designation and Central Island Focus Area goals, including annexation of county islands, infill development, and enhanced pedestrian connectivity.

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

Yes. The Commission cited multiple supporting goals and policies including:

- Goal 1** (economic resilience and housing affordability)
- Goal 7** (land use sustainability)
- Goal 12** (fiscal health and service efficiency)
- Policy 2** (land use compatibility and infrastructure availability)
- Policy 8** (infill development)
- Policy 9** (annexation of logical extensions of city boundaries)

**3. 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?**

No. The Commission confirmed that responding agencies identified no service limitations. Infrastructure and utilities are available, and traffic volumes do not indicate current capacity issues.

**Motion by Commissioner Walton to recommend approval of the Residential Mixed zoning designation for the Gaul Annexation File No. ANN-25-1, with direction to staff to forward commercial use concerns to City Council for consideration in the annexation agreement.**

**Second by Commissioner Schreiber**

**Vote:**

**Schreiber — Yes, Walton — Yes, Carey — Yes, Wilhelm — Yes, Steffesen — Yes**

**Motion Carried**

**5. ADMINISTRATIVE / STAFF REPORTS**

None

**6. COMMISSION COMMENT**

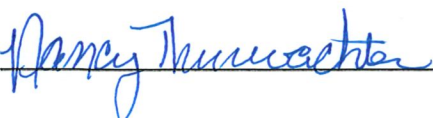
The Chair discussed the Special Meeting scheduled for November 20, 2025. Several commissioners indicated they will be present, and a quorum is expected.

**7. ADJOURNMENT**

8:06 PM

Date: 11/20/25

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 N. Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen      Vice Chair: Ray Kimball

Members: Vicky Jo Carey, Chris Schreiber, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

**Gaul Annexation  
File No. ANNX-25-1**

**Planning and Zoning Commission  
Zoning Recommendation**

**A. INTRODUCTION:**

APPLICANT: Nick Ebner of Ace Solutions, LLC, o/b/o Treva and Nolan Gaul.

LOCATION: The property is located on the southeast corner of North Cecil Road and East 16<sup>th</sup> Avenue.

REQUEST: Zoning recommendation of Residential Mixed (RM) on approximately 7.76-acres.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 KCCD Comments
11. PA-4 PHILLIPS 66 Comments
12. PA-5 DEQ Comments
13. PC-1 KRICKI Comments
14. PZ Staff Report
15. Testimony at the November 12, 2025, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the November 12, 2025, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

**Justin Sauder, Associate Planner**

Mr. Sauder presented the application for the Gaul annexation request. The applicant seeks a zoning recommendation of Residential Mixed (RM) for approximately 7.76 acres located on the southeast corner of Cecil Road and 16th Avenue. The site, which includes four contiguous parcels under single ownership, lies within Kootenai County and lacks a current zoning designation. The parcels are currently developed with single-family homes and mobile homes are situated over the Rathdrum Prairie Aquifer and are adjacent to city limits across Cecil Road.

Mr. Sauder testified that surrounding the site are mostly single-family large lot residential County parcels with a low-density residential subdivision to the west in the city. Water service would be provided by the Ross Point Water District and wastewater would be handled by the City of Post Falls, both of which confirmed adequate capacity. Existing septic systems are required to be abandoned and connected to the municipal sewer system. Both adjacent roadways, Cecil and 16th, are classified as major collectors and would require additional right-of-way, easements, and road widening at the time of development.

The future land use map identifies the site as Medium Density Residential, and the requested RM zone is consistent. Mr. Sauder identified that the site was located within the Central Island Focus Area, highlighting policies that prioritize infill development, annexation of county islands, and pedestrian connectivity. Traffic volumes were discussed with reference to 2023 counts, indicating Cecil exceeded 4,000 average daily trips and 16th Avenue approached that figure.

The conceptual site plan, not subject to approval but illustrative of the applicant's intent, identified cottage-style single-family homes and a small area of neighborhood commercial use at the northwest corner. The plan anticipates a residential density consistent with surrounding uses and includes sidewalk improvements to enhance pedestrian access. Mr. Sauder concluded that the proposal aligns with comprehensive plan goals related to infill development (Policies 8 and 9), housing diversity (Goal 7), and economic resilience (Goal 1). No demonstrable adverse impacts on public service delivery were identified by responding agencies.

#### **Nick Ebner, Applicant**

Mr. Ebner, representing the applicant, adopted Mr. Sauder's analysis and clarified that the proposed zoning will support a cottage home development with a small commercial component limited to approximately 10% of the site. He stated that no high-density multifamily development is anticipated and that the density would approximate that of the R-2 zone, as indicated in the Future Land Use map.

Mr. Ebner addressed utilities, noting multiple connection points for water and sewer. He also testified that the applicant's intent is to support current tenants during the development transitions and even potentially through phased portions of construction. In response to a neighboring property owner's request, he stated that the applicant would be amenable to installing a six-foot vinyl fence along the southern property boundary if required.

#### **Public Testimony: In Favor:**

**Anthony Bennett, Post Falls (not wishing to speak):** Submitted written testimony stating that additional housing leads to greater affordability and improved infrastructure.

**Treva Gaul, Applicant:** Explained that she is the property owner and described a long history of residence and land stewardship in the area. She explained their goal is to provide smaller, cottage-style homes for aging residents seeking downsized housing and including some limited commercial amenities like a coffee shop or bakery. She affirmed their desire to enhance neighborhood character through thoughtful redevelopment and provide some commercial to the existing residential areas.

#### **Opposed:**

**Patricia Murphy, Post Falls:** Stated that while affordable housing is important, placing mixed commercial and higher density uses in an established single-family neighborhood was inappropriate. She raised concerns about traffic on 16th Avenue, the lack of sidewalks and safety for children, and felt the project adds negative impacts without needed infrastructure improvements. She urged the commission to consider better locations for commercial uses and to plan more carefully.

Rebuttal: None.

**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 APPROVAL CRITERIA FOR INITIAL ZONING:**

**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 site is located within the Central Island Focus Area, which includes specific policy guidance encouraging the annexation of county islands and infill development within the city's area of impact. The proposed use of cottage-style housing and small-scale neighborhood commercial on the corner of two collector roadways aligns with the focus area's intent to support context-sensitive redevelopment.

The Central Island Focus Area also identifies the need to incorporate pedestrian-friendly improvements and encourage development that reduces jurisdictional fragmentation. The property lies adjacent to existing city limits and is surrounded by partially developed residential neighborhoods. Annexing and zoning this area to RM fosters improved transportation connectivity, sidewalk enhancements, and integration of existing county properties into the municipal framework.

The Commission finds that the requested RM zoning is consistent with the medium density designation on the Future Land Use Map.

**C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**

Based on the testimony provided and the staff report, the Commission finds the RM zoning request to be consistent with the following goal and policies:

**Goal 1: Grow and sustain a balanced, resilient economy for Post Falls that provides for fiscal health, employment opportunities, and attainable housing.** RM zoning promotes housing diversity through the inclusion of cottage homes and potentially smaller footprint residences that can serve a broader range of incomes. By supporting attainable housing types, the proposed zone contributes to housing options that meet evolving demographic needs and may support workforce housing, which in turn sustains economic vitality.

**Goal 7: Plan for and establish types and quantities of land uses in Post Falls that support community needs and the City's long-term sustainability.** The RM zone provides flexibility in land use while maintaining neighborhood integrity. Allowing a small commercial node within walking distance to new and existing homes offers neighborhood-serving uses that reduce automobile dependence and enhance sustainability. The proposed RM zone will provide for mixed uses and encourage differing residential products.

**Goal 12: Maintain the City of Post Falls' long-term fiscal health.** The RM zone request at this location is consistent with responsible urban growth patterns by utilizing existing infrastructure and services. Densifying within a county island reduces future service inefficiencies and helps capture revenue from areas currently beyond city tax base contributions. The integration of commercial uses at a neighborhood scale may further support tax revenue without creating significant impacts.

**Policy 2: Evaluate the suitability of proposed zoning based on its compatibility with surrounding land uses, transportation networks, and public infrastructure.** The RM zoning at this site is appropriate due its compatibility with existing residential development, churches and

apartments in the area. The site is also appropriate for RM zoning due to its adjacency to major collector streets. The property is also close in proximity to city sewer and water systems which is in conformance with city plans. Testimony showed that that infrastructure capacity exists and improvements to collector roadways will be required.

**Policy 8: Promote infill development that leverages existing services and infrastructure.**

The subject property lies within a partially developed area with nearby municipal services. By encouraging redevelopment within a county island, the proposal directly aligns with this policy objective.

**Policy 9: Annex unincorporated areas that are enclaves or logical extensions of city boundaries.**

The site qualifies as a county island surrounded by city limits to the west and near the city boundary on other sides. The proposed annexation and zoning designation support cohesive municipal planning and service delivery.

**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?**

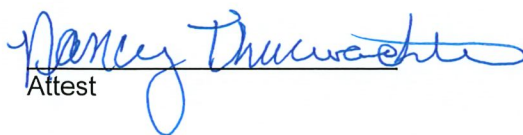
The Commission finds that political subdivisions were notified and the city received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services were identified and as such, the Commission finds this criterion satisfied.

**D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

**ANNX-25-1, INITIAL ZONING:** Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Residential Mixed (RM) zoning on approximately 7.76-acres upon successful annexation of the property.

2/10/26  
Date

  
Chairman

  
Attest

## ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

### Gaul Annexation (File No. ANNX-25-1)

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 Nolan Gaul and Treva Gaul, a husband and wife, whose address is 3309 East Bantam Court, Post Falls, Idaho 83854.

WHEREAS, Nolan Gaul and Treva Gaul, (hereinafter the “Owner”) own tracts 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 at the southeast corner of North Cecil Road and East 16<sup>th</sup> Avenue 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

- 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 16<sup>th</sup> Avenue 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 additional rights-of-way along 16<sup>th</sup> Avenue for a total right of way width of 42.5 feet measured from existing quarter section line in 16<sup>th</sup> Avenue.
  - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Cecil Road to include utilities, sidewalks, and storm drainage.
  - 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Cecil Road for a total right of way width of 85 feet measured from existing western rights-of-way line for Cecil Road.
- 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 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).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1 Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B," which depicts the general disposition of uses and infrastructure on the Property. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit "B." In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit "B," the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13.
- 5.2. Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees 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, Owner agrees to comply with the following standards:

- 5.2.1 All primary structures constructed on lots less than 30 feet in width shall front a public street and be rear loaded.
- 5.2.2 Rear loaded setback to garages with vehicular garage doors accessible from the alley shall provide a 20' setback from property line to the face of the garage.
- 5.2.3 Rear loaded duplex lots shall be minimum of 40 feet in width.
- 5.2.4 Front loaded duplex lots must be a minimum of 50 feet wide.
- 5.2.5 Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of 50 feet measured at the front setback line.
- 5.2.6 Duplexes that do not provide a garage must provide a minimum of a 10-foot by 20-foot parking area (covered or uncovered) adjacent to each unit set behind the principal plane of the building.
- 5.2.7 The primary entrances for duplexes or single-family residential structures shall front the addressed public or private street.
- 5.2.8 No more the 65% of the primary residence(s) shall be occupied by garage(s) along the massing of the front façade. Garage area to be measured from inside the side walls to the top plate line of the garage.
- 5.2.9 Detached garages shall be set back from the front plane of the primary residence at a minimum of 15 feet.
- 5.2.10 Residential development shall be restricted to attached or detached single-family homes or duplexes. If townhomes are constructed, no more than 6 single family units per structures.
- 5.3 Homeowners Association: A homeowner's association must be formed for the subdivision and be responsible for the following items:
  - 5.3.1 Maintenance of Community Common Areas and all open space tracts and associated improvements and amenities within such. This includes clearing of snow from sidewalk and trails, along with irrigation Street Trees and other landscaping areas.
  - 5.3.2 Maintenance of stormwater swales, planting strips, sidewalks, trails, and right-of-way landscaping areas along Cecil Road and 16<sup>th</sup> Avenue.
  - 5.3.3 Private Alley maintenance.

## ARTICLE VI. CONSIDERATION/FEES

- 6.1. 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.

- 6.2. 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.
- 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 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.
- 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 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.
- 7.2. 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.
- 7.3. 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.

- 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 Owner agrees this Agreement will be recorded by the City at the Owner's 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: Owner agrees to comply with all applicable laws.
- 7.11. 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.
- 7.12. 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.
- 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 Owner has executed this Agreement to be effective the day and year first above written.

*[Signature Page Follows]*

CITY OF POST FALLS

Nolan Gaul and Treva Gaul

By: \_\_\_\_\_  
Randy Westlund, Mayor

By: Nolan Gaul  
Nolan Gaul, Husband

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

By: Treva Gaul  
Treva Gaul, Wife

ACKNOWLEDGEMENTS

State of Idaho )  
: ss  
County of Kootenai )

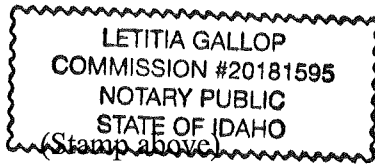
This record was acknowledged before me on \_\_\_\_\_ by **Randy Westlund** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public  
My Commission expires:

(Stamp above)

State of Idaho )  
: ss  
County of Kootenai )

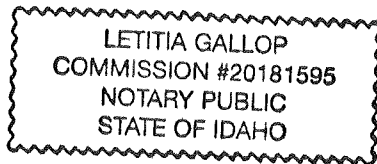
This record was acknowledged before me on 2/26/26 by **Nolan Gaul**.



[Signature]  
Signature of notary public  
My Commission expires: 10/01/30

State of Idaho )  
: ss  
County of Kootenai )

This record was acknowledged before me on 2/26/26 by **Treva Gaul**.



[Signature]  
Signature of notary public  
My Commission expires: 10/01/30

## EXHIBIT A

A parcel of land located in the Northwest quarter of the Southeast quarter of Section 36, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

Said parcel being a portion of Tract 36, of Block 36 of the Plat of Post Falls Irrigated Tracts, as recorded in Book C of Plats, Page 83, Records of Kootenai County, Idaho, and is more particularly described as follows:

Beginning at the Center quarter corner of said Section 36. Said point bears North  $0^{\circ}51'20''$  East, a distance of 2,649.28 feet from the South quarter corner of said Section 36;

Thence South  $88^{\circ}41'02''$  East, along the East – West centerline of said Section 36, a distance of 25.00 feet;

Thence South  $0^{\circ}51'20''$  West, a distance of 20.00 feet, to a point on a line 25.00 feet East of and Parallel with the North – South centerline of said section 36, and the **TRUE POINT OF BEGINNING** of the following described parcel;

Thence along said line, South  $0^{\circ}51'20''$  West, a distance of 321.15 feet;

Thence North  $88^{\circ}42'11''$  West, a distance of 5.00 feet, to a point on a line 20.00 feet East of, and parallel with the North – South centerline of said Section 36;

Thence along said line, South  $0^{\circ}51'20''$  West, a distance of 321.00 feet, to the Southwest corner of said Tract 36;

Thence along the South line of said Tract 36, South  $88^{\circ}42'24''$  East, a distance of 640.36 feet, to the Southeast corner of said Tract;

Thence along the East line of said Tract, North  $0^{\circ}50'37''$  East, a distance of 320.96 feet, to the Northwest corner of the South Half of said Tract 36;

Thence North  $88^{\circ}42'34''$  West along the South line of the Northeast quarter of the Northeast quarter of said Tract 36, a distance of 160.01 feet, to the Southeast corner of the South Half of the West Half of the Northeast quarter of said Tract 36;

Thence North  $0^{\circ}51'32''$  East along the East line of said Southwest quarter of the Northeast quarter, A distance of 160.50 feet, to the Northeast corner of said Southwest quarter of the Northeast quarter;

Thence along the North line of said Southwest quarter of the Northeast quarter, North  $88^{\circ}41'28''$  West, a distance of 160.10 feet, to the Northwest corner of said Southwest quarter of the Northeast quarter;

Thence North  $0^{\circ}51'31''$  East, a distance of 160.54 feet, to a point on a line 20.00 feet South of and parallel with the East – West centerline of said Section 36;

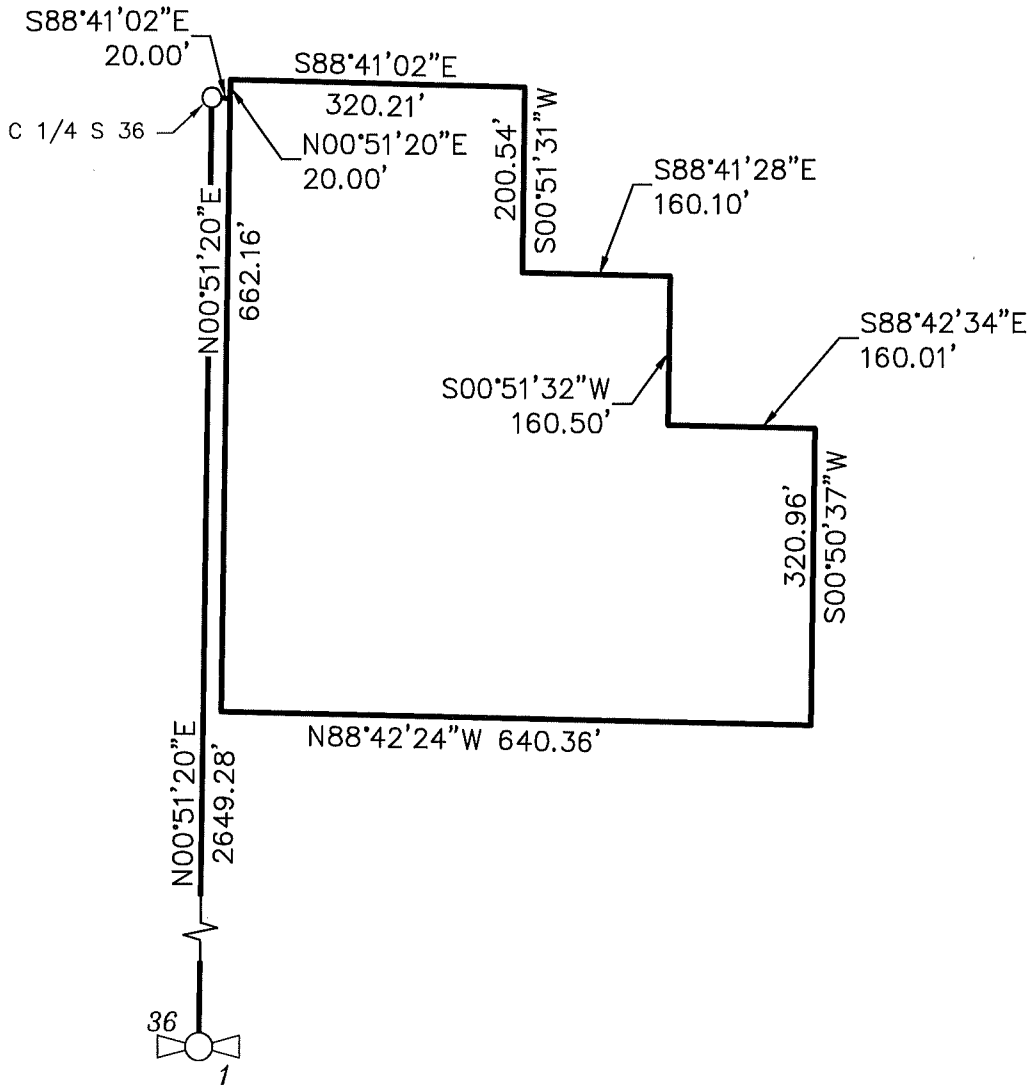
Thence North  $88^{\circ}41'02''$  West along said line, a distance of 315.21 feet, to **THE TRUE POINT OF BEGINNING** and the terminus of this described parcel.

Said parcel contains 332,428 square feet, or 7.632 acres, more or less.

# EXHIBIT MAP

## GAUL ANNEXATION

NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



W:\2023\23-030\_GAUL\_SUBDIVISION\DWG\SURVEY\REF\23-030 GAUL ANNEX LEGAL.DWG

ISSUE DATE: 09/30/2025	DRAWN BY: BLO
PROJ. # 23-030	SCALE: 1" = 200'
DWG FILE: 23-030 GAUL ANNEX LEGAL PLT DATE:	
SHEET TITLE: <b>ANNEXATION EXHIBIT</b>	
<b>GAUL</b>	



**ACE SOLUTIONS**

Advanced Consulting and Engineering Solutions  
761 N. Thornton Street, Suite C, Post Falls, Idaho 83854  
PHONE:(208)773-8370--www.acesolutions.pro--FAX:(208)777-2128





# POST FALLS

## SCHOOL DISTRICT #273

DISTRICT OFFICE  
P.O. Box 40  
Post Falls, ID 83877  
PHONE 208-773-1658  
FAX 208-773-3218  
[www.pfsd.com](http://www.pfsd.com)

October 17, 2024

Robert Seale  
Community Development Director  
City of Post Falls  
408 Spokane Street  
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2024-2025 Enrollment	Building Capacity
Greensferry Elementary	409	525
Mullan Trail Elementary	343	500
Ponderosa Elementary	469	570
Prairie View Elementary	350	525
Seltice Elementary	375	560
Treaty Rock Elementary	383	525
West Ridge Elementary	427	525
Post Falls Middle School	748	920
River City Middle School	557	750

***Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.***

Post Falls High School	1636	1800
New Vision High School	105	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato  
Superintendent

Cc: Post Falls School District Board of Trustees  
Shelly Enderud, City Administrator

# Kootenai County Fire & Rescue

Fire Marshal's Office

5271 E. Seltice Way  
Post Falls, ID 83854  
Tel: 208-777-8500  
Fax: 208-777-1569  
www.kootenaifire.com

January 18, 2024

Nancy Thurwachter  
Planning Administrative Specialist  
nthurwachter@postfalls.gov

## RE: Notice to Jurisdiction Response

Nancy,

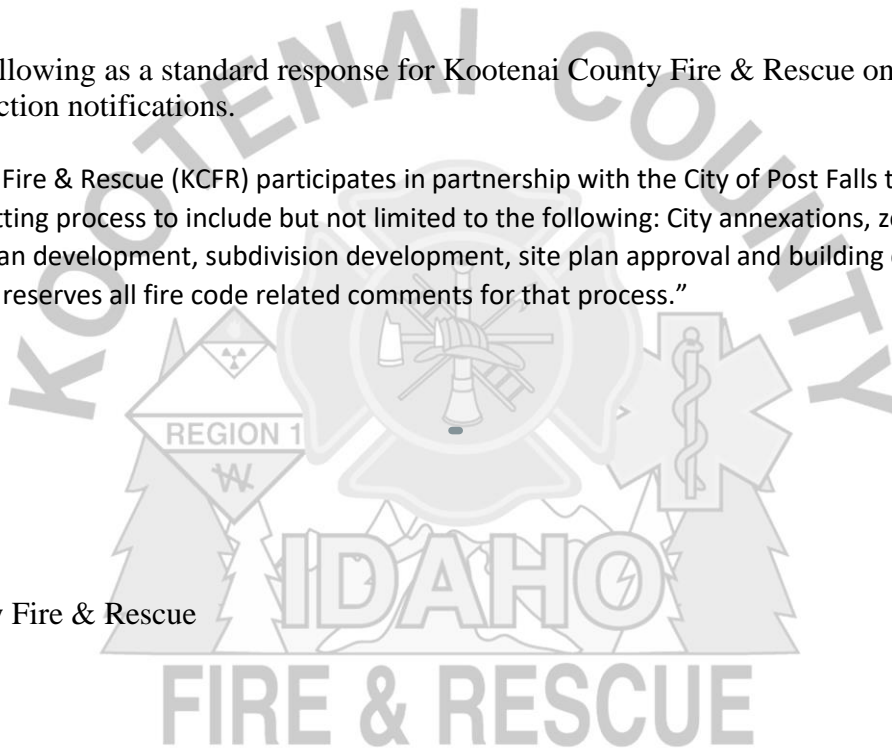
Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,



Jeryl Archer II  
Kootenai County Fire & Rescue  
Division Chief  
Fire Marshal



**From:** [David Callahan](#)  
**To:** [Nancy Thurwachter](#)  
**Subject:** RE: Notice to Jurisdictions Gaul Annexation File No ANNX-25-1  
**Date:** Friday, October 24, 2025 7:31:02 AM  
**Attachments:** [image003.png](#)

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Hi Nancy,  
We have no comments or concerns.

**David Callahan, AICP**  
**Director**

**Kootenai County**  
**Community Development**

451 N Government Way • P.O. Box 9000  
Coeur d'Alene, Idaho 83816-9000

Phone: 208 446 1082 • Email: [dcallahan@kcgov.us](mailto:dcallahan@kcgov.us)  
Mobile: 208 660 3029

---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Thursday, October 23, 2025 2:33 PM  
**To:** Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriemann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; Chad Ingle <cingle@kcgov.us>; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lee Barnes <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mary Ann Mondaldi

<MaryAnn.Monaldi@BNSF.com>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Scott Morton <smorton@republicservices.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>

**Cc:** Andrew Millar <amillar@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; james.steffensen@yahoo.com; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Justin Sauder <jsauder@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

**Subject:** Notice to Jurisdictions Gaul Annexation File No ANNX-25-1

Please find attached the Notice to Jurisdictions for the Gaul Annexation File No. ANNX-25-1 that is scheduled for the Planning and Zoning meeting on November 12, 2025. The draft staff report will be on the city's website shortly.

**Nancy Thurwachter**

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



---

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## Nancy Thurwachter

---

**From:** Martinez, Leo <Leo.Martinez@p66.com>  
**Sent:** Monday, October 27, 2025 10:22 AM  
**To:** Nancy Thurwachter  
**Subject:** Notice to Jurisdictions Gaul Annexation File No ANNX-25-1  
**Attachments:** Exhibit PH-2 Gaul ANNX-25-1.pdf

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Nancy,

Phillips 66 does not have any utilities within your attached project vicinity.  
(Response 13140)

---

### Leo Martinez

Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204  
18781 El Camino Real | Atascadero, CA 93422  
[Leo.Martinez@phillips66.com](mailto:Leo.Martinez@phillips66.com)



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---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>

**Sent:** Thursday, October 23, 2025 2:33 PM

**To:** Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lee Barns <lee.barnes@tdstelecom.com>; Martinez, Leo <Leo.Martinez@p66.com>; Lori

Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mary Ann Mondaldi <MaryAnn.Mondaldi@BNSF.com>; Patton, Michael M <Michael.M.Patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Scott Morton <smorton@republicservices.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>  
**Cc:** Andrew Millar <amillar@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; james.steffensen@yahoo.com; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Justin Sauder <jsauder@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>  
**Subject:** [EXTERNAL]Notice to Jurisdictions Gaul Annexation File No ANNX-25-1

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[Report Suspicious](#)

Please find attached the Notice to Jurisdictions for the Gaul Annexation File No. ANNX-25-1 that is scheduled for the Planning and Zoning meeting on November 12, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter  
Planning Administrative Specialist  
408 N. Spokane Street  
Post Falls, ID 83854  
(208) 457-3338



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## Nancy Thurwachter

---

**From:** DEQ Comments <deqcomments@deq.idaho.gov>  
**Sent:** Thursday, October 30, 2025 1:59 PM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice to Jurisdictions Gaul Annexation File No ANNX-25-1

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Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Office Line: 208.769.1422  
[www.deq.idaho.gov](http://www.deq.idaho.gov)

**Our mission:** To protect human health and the quality of Idaho's air, land, and water.

---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Thursday, October 23, 2025 2:33 PM  
**To:** Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbuton <btarbuton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengeering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinc <Daniel.Mavrinc@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mary Ann Mondaldi <MaryAnn.Mondaldi@BNSF.com>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan

<pcorrigan@hbkengineering.com>; contactus@postfallshd.com; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Scott Morton <smorton@republicservices.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>

**Cc:** Andrew Millar <amillar@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; james.steffensen@yahoo.com; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Justin Sauder <jsauder@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallopp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

**Subject:** Notice to Jurisdictions Gaul Annexation File No ANNX-25-1

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Please find attached the Notice to Jurisdictions for the Gaul Annexation File No. ANNX-25-1 that is scheduled for the Planning and Zoning meeting on November 12, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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## Nancy Thurwachter

---

**From:** Martinez, Leo <Leo.Martinez@p66.com>  
**Sent:** Monday, February 16, 2026 8:45 AM  
**To:** Nancy Thurwachter  
**Subject:** Notice to Jurisdictions Gaul Annexation File No. ANNX-25-1  
**Attachments:** Exhibit PH-7 NTJ\_Gaul ANNX-25-1.pdf

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Nancy,

Phillips 66 does not have any utilities within the attached project vicinity.  
(Response 13249)

  
**Leo Martinez**

Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204  
18781 El Camino Real | Atascadero, CA 93422  
[Leo.Martinez@phillips66.com](mailto:Leo.Martinez@phillips66.com)



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---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Saturday, February 14, 2026 1:54 PM  
**To:** Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinnac <Daniel.Mavrinnac@BNSF.com>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bsnf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barns@tdstelecom.com>;

## Nancy Thurwachter

---

**From:** Robert Beachler <Robert.Beachler@itd.idaho.gov>  
**Sent:** Tuesday, February 17, 2026 9:21 AM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice to Jurisdictions Gaul Annexation File No. ANNX-25-1

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The Idaho Transportation Department is neutral on the proposed annexation.

Robert Beachler  
District 1 Planning Program Manager  
Idaho Transportation Department  
600 W. Prairie Ave  
Coeur d'Alene, ID 83815  
[robert.beachler@itd.idaho.gov](mailto:robert.beachler@itd.idaho.gov)  
(208) 772-1216  
Office Hours M-TH 6-4:30

---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Saturday, February 14, 2026 1:54 PM  
**To:** Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrincac <Daniel.Mavrincac@BNSF.com>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; lkippen <lkippen@olsson.com>; Lee Barnes <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>

## Nancy Thurwachter

---

**From:** DEQ Comments <deqcomments@deq.idaho.gov>  
**Sent:** Thursday, February 19, 2026 7:47 AM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice to Jurisdictions Gaul Annexation File No. ANNX-25-1

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Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Office Line: 208.769.1422  
[www.deq.idaho.gov](http://www.deq.idaho.gov)

**Our mission:** To protect human health and the quality of Idaho's air, land, and water.

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**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Saturday, February 14, 2026 1:54 PM  
**To:** Ali Marenau <AMarienu@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrincac <Daniel.Mavrincac@BNSF.com>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barnes <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M.

## Nancy Thurwachter

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**From:** Jonie Anderson <Jonie@postfallshd.com>  
**Sent:** Wednesday, February 25, 2026 5:59 AM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice to Jurisdictions Gaul Annexation File No. ANNX-25-1

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,  
The PFHD has no objection to the proposed annexation, but we may comment at the time of the subdivision request.

Regards,  
Jonie

Jonie Anderson  
Post Falls Highway District  
5629 E Seltice Way  
Post Falls, Idaho 83854

p 208.765.3717  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



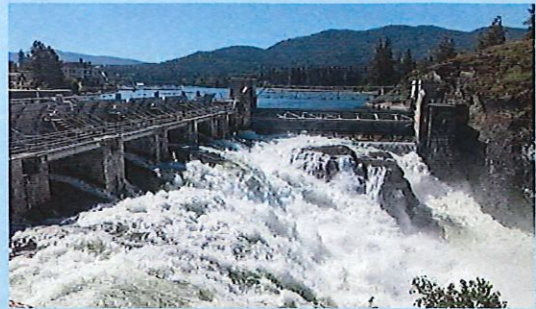
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**From:** 'Nancy Thurwachter' via Contact Us <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)>  
**Sent:** Saturday, February 14, 2026 1:54 PM  
**To:** Ali Marenau <[AMarienau@kmpo.net](mailto:AMarienau@kmpo.net)>; Alynette Farley <[abfarley@BPA.Gov](mailto:abfarley@BPA.Gov)>; Amanda Raymond <[arraymond@bpa.gov](mailto:arraymond@bpa.gov)>; Avista <[c01\\_Real\\_Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Ben Tarbutton <[btarbutton@kcgov.us](mailto:btarbutton@kcgov.us)>; Carey Borchardt <[carey.borchardt@charter.com](mailto:carey.borchardt@charter.com)>; Carolyn Bostick <[cbostick@cdapress.com](mailto:cbostick@cdapress.com)>; Carrie Ann Hewitt <[carrieann.hewitt@itd.idaho.gov](mailto:carrieann.hewitt@itd.idaho.gov)>; [cdaconst@avistacorp.com](mailto:cdaconst@avistacorp.com); [cingle@kcgov.us](mailto:cingle@kcgov.us); Chris Way <[cway@kootenaifire.com](mailto:cway@kootenaifire.com)>; [christina@postfallschamber.com](mailto:christina@postfallschamber.com); Christine Harmon <[christine.harmon@deq.idaho.gov](mailto:christine.harmon@deq.idaho.gov)>; [cschneider@kec.com](mailto:cschneider@kec.com); [cschneider@kec.com](mailto:cschneider@kec.com); Dan Rest <[drest@hbkengineering.com](mailto:drest@hbkengineering.com)>; Dan Ryan <[danr@kootenaifire.com](mailto:danr@kootenaifire.com)>; Dan Selden <[danselden@hotmail.com](mailto:danselden@hotmail.com)>; Dan Zeck <[dan@eastgreenacres.org](mailto:dan@eastgreenacres.org)>; Daniel Mavrincac <[Daniel.Mavrincac@BNSF.com](mailto:Daniel.Mavrincac@BNSF.com)>; David Haggerty <[David.Haggerty@tdstelecom.com](mailto:David.Haggerty@tdstelecom.com)>; [dena.naccarato@sd273.com](mailto:dena.naccarato@sd273.com); DEQ <[deqcomments@deq.idaho.gov](mailto:deqcomments@deq.idaho.gov)>; Devin Weeks <[dweeks@cdapress.com](mailto:dweeks@cdapress.com)>; Gina Dillman <[gdillman@republicservices.com](mailto:gdillman@republicservices.com)>; Glen Miles <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Gregory Ashley <[gregory.Ashley@williams.com](mailto:gregory.Ashley@williams.com)>; Jame Davis <[jame.davis@intermaxteam.com](mailto:jame.davis@intermaxteam.com)>; Jeff Boren <[Jeffrey.Boren@charter.com](mailto:Jeffrey.Boren@charter.com)>; Jeremy Hofer <[jhofer@kec.com](mailto:jhofer@kec.com)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; Jessie Holderman <[JHolderman@kec.com](mailto:JHolderman@kec.com)>; Jordan Wirth <[Jordan.T.Wirth@usps.gov](mailto:Jordan.T.Wirth@usps.gov)>; Karen Philips <[Karen.Phillips@avistacorp.com](mailto:Karen.Phillips@avistacorp.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kevin Teo <[kevin.teo@ziply.com](mailto:kevin.teo@ziply.com)>; Kris Faver ([kris.faver@tdstelecom.com](mailto:kris.faver@tdstelecom.com)) <[kris.faver@tdstelecom.com](mailto:kris.faver@tdstelecom.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kurt Larson <[klarson@kec.com](mailto:klarson@kec.com)>; Kyle Leatham <[kyle.leatham@bnsf.com](mailto:kyle.leatham@bnsf.com)>; Lance Kippen <[lkippen@olsson.com](mailto:lkippen@olsson.com)>; Lee Barnes <[lee.barnes@tdstelecom.com](mailto:lee.barnes@tdstelecom.com)>; Leo Martinez <[leo.martinez@p66.com](mailto:leo.martinez@p66.com)>; Lori Cogley <[lcogley@kec.com](mailto:lcogley@kec.com)>; Lynn Sanders <[lynn.sanders@aecom.com](mailto:lynn.sanders@aecom.com)>;

# Gaul Annexation

ANNX-25-1

March 3, 2026



Justin Sauder – Associate Planner

1

**OWNERS:** Treva and Nolan Gaul

**APPLICANT:** Ace Solutions

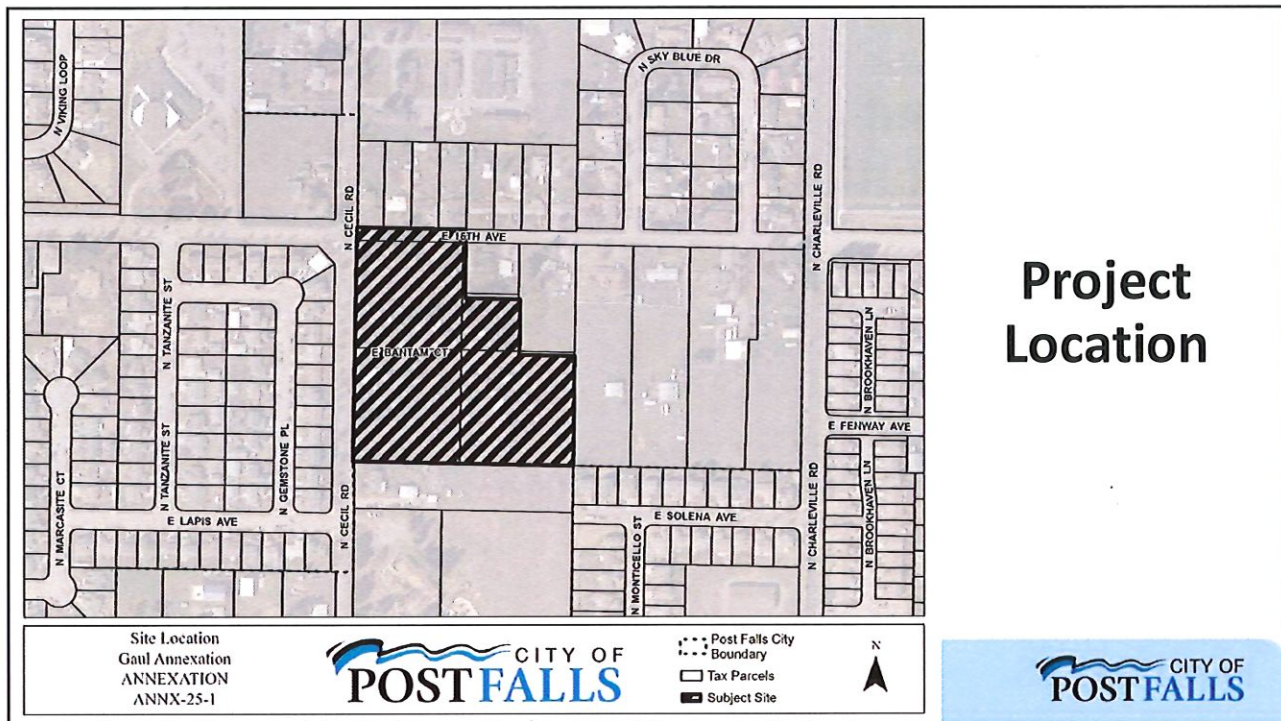
**REQUESTED ACTIONS:**

- **Annexation:** Applicant is requesting the City Council to approve a request to annex approximately 7.76-acres with Residential Mixed (RM) zoning as part of an annexation request into the City of Post Falls

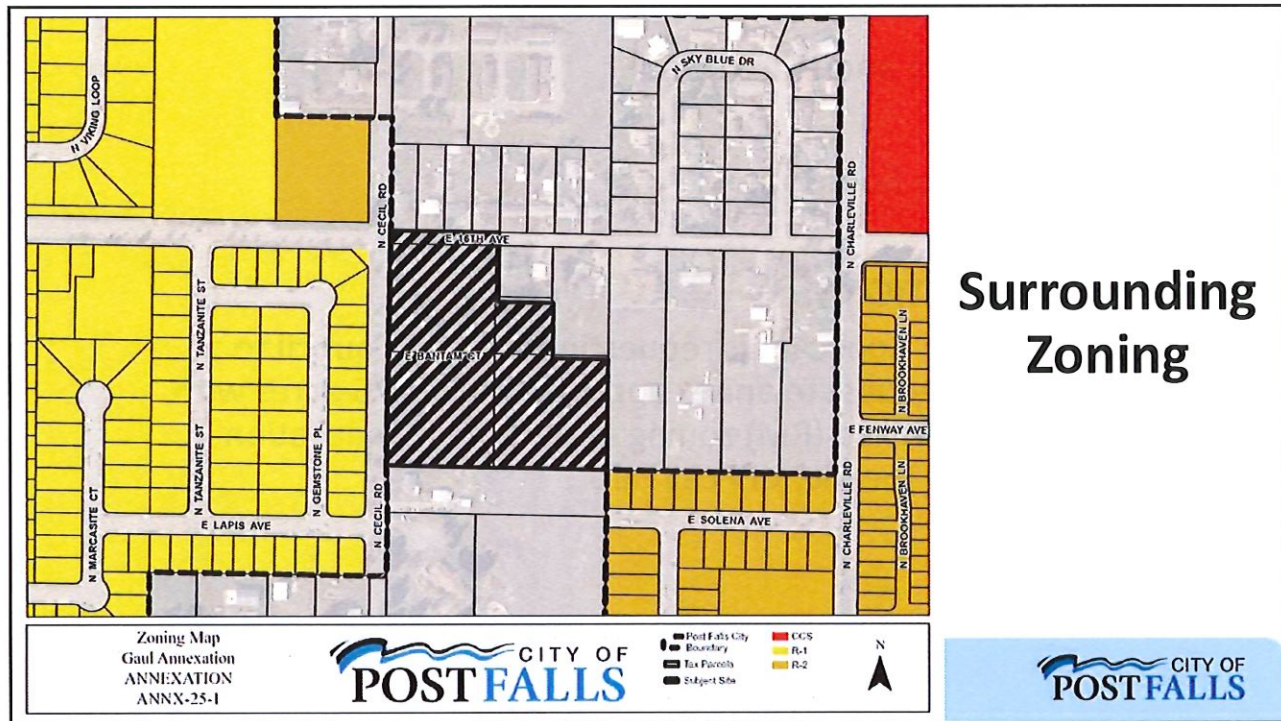
Gaul Annexation



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<p style="text-align: center;"><b>Land Use &amp; Site</b></p> <ul style="list-style-type: none"> <li>• Site is currently single-family homes and mobile homes</li> <li>• Over the Rathdrum Prairie Aquifer</li> </ul>	<p style="text-align: center;"><b>Water</b></p> <ul style="list-style-type: none"> <li>• Ross Point</li> </ul>
<p style="text-align: center;"><b>Wastewater</b></p> <ul style="list-style-type: none"> <li>• City of Post Falls</li> <li>• The City has the capacity to provide service and is willing to serve to the property at the requested density</li> <li>• Existing septic systems will be required to be abandoned and remaining structures to be connected to the City's Water Reclamation system</li> </ul>	<p style="text-align: center;"><b>Traffic</b></p> <ul style="list-style-type: none"> <li>• Cecil Road and 16<sup>th</sup> Avenue are both classified as major collector roadways</li> <li>• Additional rights-of-way and easement would need to be provided as part of annexation and road widening at the time of development</li> </ul>

Additional Information


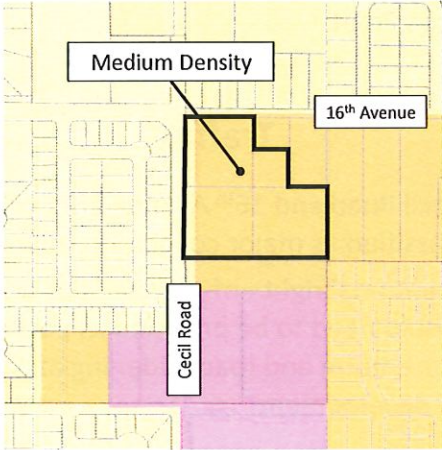
5

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**
  
- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**
  
- 3. 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?**

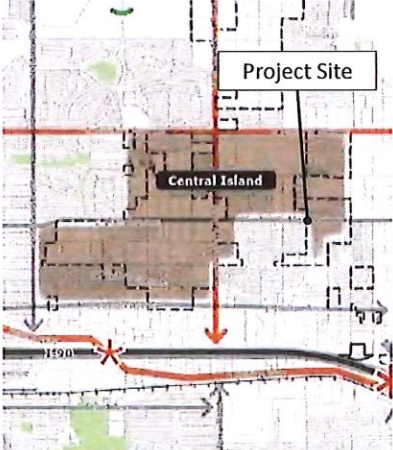
Zone Change Review Criteria


6

### Future Land Use Designation




### Central Island Focus Area




Implementing Zoning District - R-2, R-3, RM, SC4, Per Focus Area


## Future Land Use Designation/Focus Area



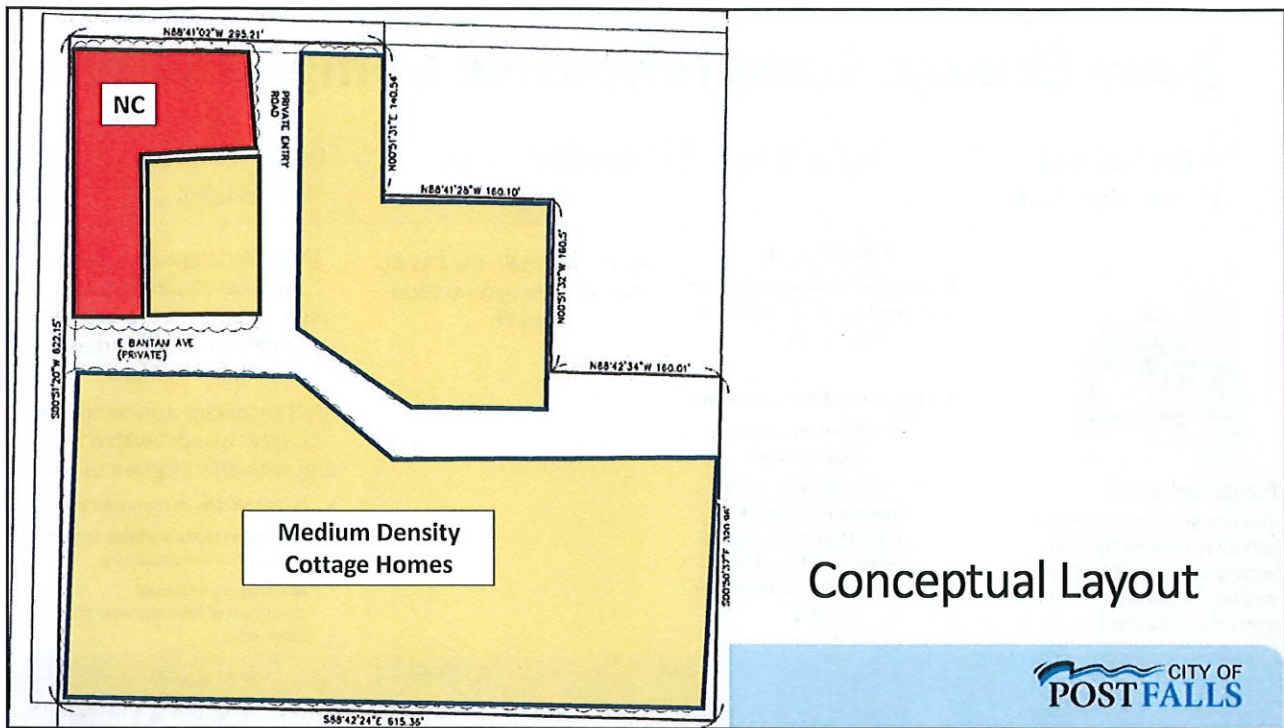
7



## Surrounding Uses



8




## Conceptual Layout



9


# Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 <p><b>Residential Mixed</b>                      This category encompasses a variety of housing types at varying densities. Small scale neighborhood commercial/office uses may be suitable.</p>	<p><u>Central Island</u>                      A particular challenge has been incorporation of county islands into City limits</p> <ul style="list-style-type: none"> <li>Promote infill development</li> <li>Prioritize annexation opportunities</li> <li>Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day</li> </ul>	<p>[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health</p>	<p>[P.02]: Apply or revise zoning designations with careful consideration of factors including:</p> <ul style="list-style-type: none"> <li>Future land use mapping;</li> <li>Compatibility with surrounding land uses;</li> <li>Infrastructure and service plans;</li> <li>Existing and future traffic patterns;</li> <li>Goals and policies of the comprehensive plan, related master plan and/or facility plans.</li> </ul>



10

# Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 <p><b>Residential Mixed</b>  <i>This category encompasses a variety of housing types at varying densities. Small scale neighborhood commercial/office uses may be suitable.</i></p>	<p><u>Central Island</u>                      A particular challenge has been incorporation of county islands into City limits</p> <ul style="list-style-type: none"> <li>Promote infill development</li> <li>Prioritize annexation opportunities</li> <li>Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day</li> </ul>	<p>[G.12]: Maintain the City of Post Falls' long-term fiscal health.</p>	<p>[P.8]: Encourage compatible infill development and redevelopment of vacant and underutilized properties within City limits.</p> <p>[P.9] Encourage annexation of County "islands" within the City, with priority given to area</p> <ul style="list-style-type: none"> <li>Surrounded by incorporated areas,</li> <li>That have readily available service infrastructure and capacity,</li> <li>And support increased development intensity near the urban core.</li> </ul>



11

**3. 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?**

## Zone Change Review Criteria



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- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Conoco Inc. (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Verizon
- Idaho Department of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Time Warner Cable
- PF Police Department
- Utilities
- Urban Renewal Agency
- Kootenai County Planning
- KMPO

## Agencies Notified



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**[PA-1] Post Falls School District – Remain neutral**

**[PA-2] Kootenai County Fire and Rescue – To coordinate at the time of development**

**[PA-3] Kootenai County Community Development – No comments**

**[PA-4 and PA-6] Yellowstone Pipeline – No facilities within vicinity**

**[PA-5 and PA-8] Department of Environmental Quality– No environmental impacts**

**[PA-7] Idaho Transportation Department – Remain Neutral**

## Agency Comments



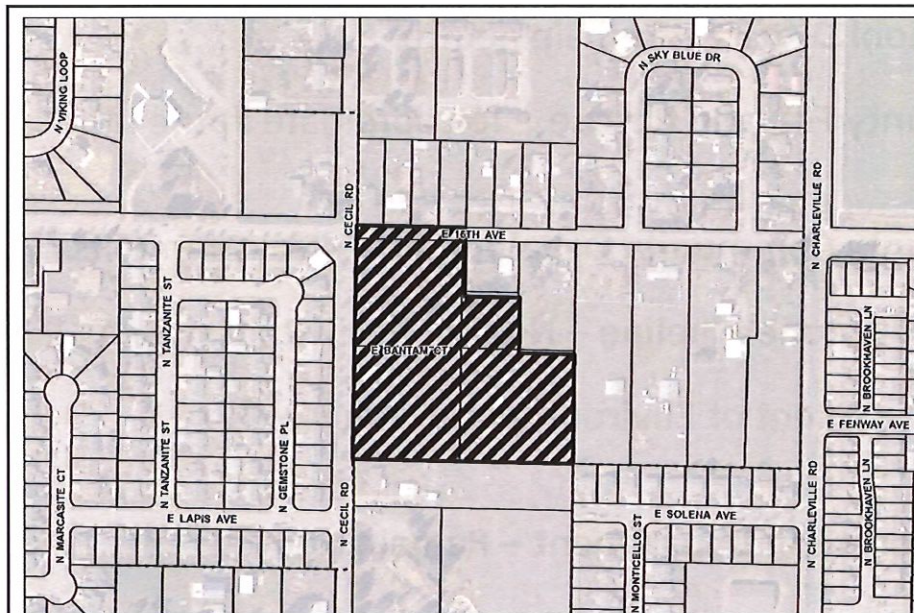
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## Zone Change Review Criteria



15



### Project Location

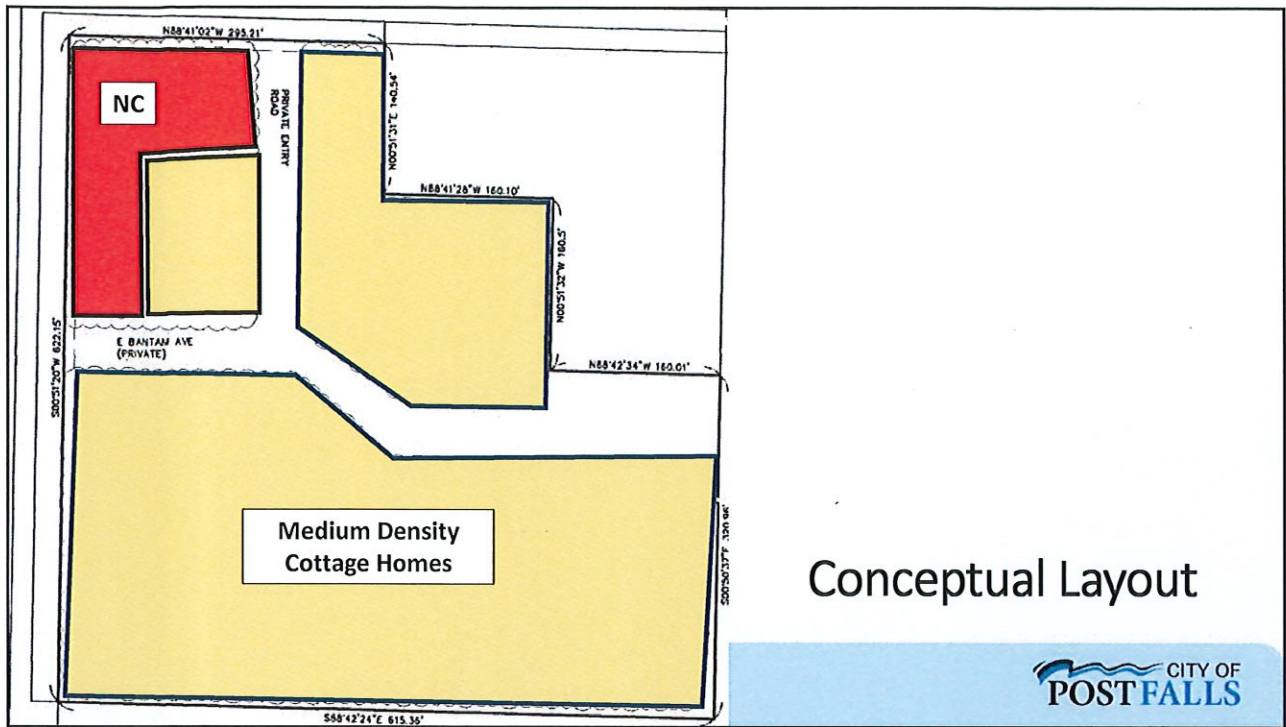
Site Location  
Gaul Annexation  
ANNX-25-1

- - - Post Falls City Boundary  
 □ Tax Parcels  
 ■ Subject Site

N



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